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1.0 Auto Diallers

1.1

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. SP acknowledged its delay whilst investigating C's issues. SP awarded C a good will gesture in recognition of its poor customer service and its failure to alert C to the unusual call pattern.

The Ombudsman accepts SP's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires SP to take no further action in light of this complaint.

1.2

C complained that SP had charged the account with PRS calls that had not been made. SP failed to clarify how the calls had been made or whether by computer equipment attached to its line.

Based on the evidence available the Ombudsman is of the opinion SP should have contacted C to warn of the unusual call pattern, and advised of the preventative steps C could have opted to take when the incident occurred. The Ombudsman regards this as a shortfall in customer service.

The Ombudsman concludes this to be a most unfortunate experience, the responsibility and cost of which lies with C. The Ombudsman considers C remains liable for the full amount of the outstanding balance.

The Ombudsman concludes SP failed to provide an adequate level of customer service. In recognition of the customer service issues raised on this complaint she requires SP to make a goodwill payment.

1.3

C disputed the PRS calls on the bill. SP stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that SP couldn't be held responsible in this instance as the calls had emanated from C's computer. The Ombudsman realised that SP had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. SP had no way of knowing which sites were bone fide and which sites didn't comply with the regulators guidelines. SP in this case was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line.

The Ombudsman felt that C had received poor customer service levels from SP as it failed to deal with C's complaint within a suitable timeframe. Due to the breakdown of the international calls not being available the Ombudsman was unable to fully determine whether or not SP could have reasonably prevented some of the charges occurring. Nevertheless to bring this matter to a suitable closure she required SP to provide C a goodwill payment.

1.4

C was contacted by SP about International calls that had appeared on the account. A bar was placed on the line by SP which stopped C incurring any further charges. C complained to SP about the disputed call charges, but SP maintained the charges as the calls had been requested by C's equipment. C also complained that SP had disconnected the line, when it had promised that this would not occur.

The Ombudsman concluded that C was liable for the disputed call charges. The Ombudsman was satisfied that SP had dealt swiftly by barring any further calls and that C had received adequate credits for any inconvenience caused by SP disconnecting the line and the slight delay in responding to C's complaint.

1.5

C received a high bill from T which was so high as a result of calls being made to sexual entertainment lines. C disputed these charges however no reasonable explanation for the call charges could be provided. The Ombudsman was of the opinion that as the calls had been made they should be paid for.

No reason could be found for not requiring C to now make payment of these disputed charges.

1.6

C fell victim to rogue dialler calls, which were uncovered by SP's monitoring processes. C complained to SP that the calls should have been identified earlier and that SP should have taken action sooner. C believed that, as SP had not done this C should not have to pay the charges. SP investigated and maintained the charges. C did not pay and SP disconnected services to C for non-payment. C then paid the disputed charges.

The Ombudsman concluded that SP had been unable to identify the rogue dialler calls any sooner and that it was SP who had unearthed the problem. The Ombudsman believed that the charges had been correctly raised and that C was responsible for them. She also decided that it was C's own conduct in not paying the disputed calls once SP had completed its investigations that brought about the disconnection of C's service. SP had done nothing wrong.

The Ombudsman also brought to C's attention the existence of the Government website about Internet security (www.getsafeonline.org.uk) which C may find useful.

1.7

C received a bill from T containing International calls C disputed making. C contacted T. C disputed making the calls. T informed C that C had fallen victim to a scam involving an auto-dialler, and explained that this would have been inadvertently downloaded from the internet, and would have proceeded to call international numbers. T maintained C was liable for the calls.

The Ombudsman was of the opinion that C was responsible for the security of C's computer and therefore was liable for calls made from the auto-dialler. Therefore, no further action was required of T.

1.8

T contacted C and alerted them to increase usage on their account due to a rogue dialler. T applied a call bar to C's account. C disputed the charges and T gave C protective advice.

The Ombudsman was satisfied that T provided C with a reasonable level of care. The Ombudsman did not require any further action to be taken by T.

2.0 Billing

2.1

C did not receive a bill from T. T reissued the bill. C did not receive this bill either. C therefore did not pay the bill. T suspended the account. C complained. T sent another bill, and asked C to pay the amount outstanding. It also offered to waive all charges incurred after the account had been cancelled. C refused, stating that T should waive all charges to recognise the fact that C had not received an invoice.

The Ombudsman was of the opinion that T had sent invoices to C, and that therefore it was generous of the company to offer to clear charges from C's account. T was required to clear these charges from C's account.

2.2

C received bill from SP which included Internet dial up calls. SP maintained and advised C to approach ISP. ISP maintained so C went back to SP to dispute. SP responded and offered a goodwill gesture but C declined this. SP sent C a deadlock letter but C still remained unhappy.

The Ombudsman said that the onus was on C to ensure that the equipment was dialling to the correct number. The Ombudsman said that SP should honour its previous goodwill offer in recognition of any problems C had faced being passed between SP and ISP, who is part of SP.

2.3

C cancelled SP's services and this left a credit on the account. C complained to SP by telephone many times, and despite assurances being provided, SP failed to provide a refund. A letter was then sent to SP, but this again failed to be acted upon. SP replied to the Ombudsman's request for a case file stating it acknowledged this case highlighted procedural issues. On this basis, SP decided not to provide a case file and advised it was going to review the matter.

The Ombudsman shared C's frustration and disappointment. She concluded that SP should ensure an immediate refund of the money and required this to be sent with a letter of apology. The Ombudsman also required SP to ensure no further bills were produced and make a further cheque payment as a goodwill gesture. The Ombudsman required SP to provide a full explanation to C for the problems experienced.

2.4

C agreed to contract with SP which included three months half price rental. First bill showed no reduction so C contacted SP. The second bill also showed no reduction and so C requested cancellation of the contract without penalty. SP offered C goodwill but this was refused.

The ombudsman said that although C had received poor service due to the error there were no grounds to cancel the contract without penalty. SP to send C a letter of apology and maintained that the goodwill offered was a satisfactory response.

2.5

C experienced billing problems from SP. C then requested cancellation of services but SP reinstated them and continued charging.

The Ombudsman found that SP knew of the request from C but had not acted upon it in time. She required SP to waive the termination fee from the date it first knew of C's termination request, make an apology for the poor customer service and a goodwill gesture.

2.6

C received a telephone bill from T. C noticed that calls were not being recorded correctly. Therefore C started to time calls C made. C noticed the some calls were

being recorded as being longer than C recorded. Therefore, C complained. T maintained that its charging was accurate.

T did not submit a case file to the Ombudsman. Therefore, she had no reason to doubt what C was saying. T was required to carry out tests on C's line to try to identify a problem. T was also required to make a goodwill payment to C's account.

3.0 Broadband

3.1

C was trying to obtain a broadband service in C's name however there was already a broadband service in place through C's ex husband, with SP. C complained to SP as C wanted a service in C's name however the marker was not removed. When C contacted SP again it was found that as C had changed telephone number and not notified SP, it could not have removed the marker on that line. Upon being notified of this, C removed the marker as soon as possible allowing C to access another provider. The Ombudsman accepted SP's reasons for the delay in the removal of the marker and was satisfied that it could not have done anything earlier until the correct information was given. When it was, SP acted accordingly. However the Ombudsman did find that SP did not address a letter of complaint C had sent and therefore required it to provide Can apology for any shortfall in customer service received.

3.2

C took out a broadband service with T due to some free flight vouchers being provided as an incentive. However, despite many calls to T, the vouchers failed to be provide until it was to late for these to be used. T admitted that the delays were to some extent because of its actions, but then applied a goodwill gesture in an attempt to resolve the matter. C complained that this was insufficient and requested for a further goodwill payment, plus T to provide its original offer.

The Ombudsman concluded no one at T had taken control of this matter and that avoided delays had caused C's problems. On this basis, the Ombudsman required T to either replace the vouchers or make an equivalent payment as a goodwill gesture. She felt that further payment would be inappropriate, but also requested T to send a letter of apology.

3.3

C complained to T after being unable to use its BB service. T later admitted that an error over the user name had occurred, and cancelled the account on request and refund some BB charges for the period C was without a service. C remained unhappy and complained to T numerous times by post and over the telephone. T contacted C by

telephone a couple of times but failed to respond in writing to all letters. C decided to stop making payment until the dispute was resolved, and T suspended C's service.

The Ombudsman concluded that T's actions had generally resolved the BB issues, but concluded it had provided poor customer service. She considered the barring of outgoing calls to be reasonable due to the non-payment of the account, concluded C's claims for business losses inappropriate on this basis. C had requested for the service to be now transferred to another provider. Therefore in full consideration, she required T to send a letter of apology, cancel the account and all charges and send a goodwill cheque payment to C.

3.4

C complained to T about a 17 day disconnection of the Business BB and email services provided. C clarified that this was the second time this year with the other instance already having been dealt with by the Ombudsman. BT admitted the problems but stated it couldn't be held liable under Terms and Conditions. C was demanding substantial compensation having incurred business losses and direct costs as an effect.

The Ombudsman accepted that T's terms meant it wasn't liable for business losses, but was aware that T had a service level guarantee scheme which meant C was entitled to fixed rate compensation for the full period. She required T to make this payment and send a letter of apology. She concluded T had also provided poor customer service and required T to make a further goodwill gesture.

3.5

C was provided a broadband service when only information had been requested. SP accepted a request to cancel the service and as there were delays in cancelling the account it agreed to waive all charges after the cancellation request was made. There was then a further delay in providing the agreed refund. SP accepted that there were issues of poor customer service.

The Ombudsman required SP to provide a letter of apology and a goodwill gesture to be provided in the form of a cheque.

3.6

C reported problems regarding a broadband service and T provided assistance. Five months later C reported further problems but hung up while arranging an engineer visit. The Ombudsman viewed this as frustrating efforts to resolve matters. T did refund some of the broadband charges and indicated that C could arrange an engineer visit.

No further steps were required of T.

3.7

C contacted SP as an agreed broadband service could not be received. C stated that a poor response was received in attempting to resolve the complaint. SP acknowledged that C had been unable to use the broadband service and that its advisors had not done enough to take ownership of C's issues.

The Ombudsman was satisfied that C had been inconvenienced in not being able to receive the broadband service and in the attempt to resolve the issues with SP.

Therefore, SP should contact C as a matter of urgency and attempt to resolve the broadband technical issues. If unable to connect the service, then C should be released from the broadband agreement, without penalty and any marker removed of the line.

In any event the Ombudsman required SP to clear all broadband charges raised along with a full apology, which addresses C's overall poor experiences to date.

3.8

C contacted SP to cancel the services, but SP failed to action the request. C did not hear from SP for a year and then a large bill was received. C complained, but SP failed to fully address the complaint.

The Ombudsman concluded that SP had failed to cancel C's account and required SP to provide C with a goodwill payment, a letter of apology and confirmation that the account had been cleared and closed.

3.9

C complained to SP about several problems with broadband and after SP failed to resolve the problems, C complained to Otelco. This complaint was addressed separately, but a further complaint was raised by C after it was discovered that SP was still charging C for a service that it should have cancelled last year. SP accepted that there were problems with the process and offered no defence.

The Ombudsman concluded that C had received a poor service from SP and that SP should provide C with a refund, a further goodwill payment and a full letter of apology.

3.10

C signed up for broadband with SP, but was unable to get the service, as the modem supplied was not compatible with C's computer. SP continued to bill C even though C had sort some technical advice. However, C eventually got a new computer and was able to access broadband. C complained to SP that a refund of previous charges should be made to C's account and SP agreed, but this did not happen.

The Ombudsman reviewed the information provided and required SP to provide a credit equal to two months free broadband service, plus a written explanation regarding a credit that SP had later applied to C's account.

3.11

C obtained broadband from SP and experienced problems. Although SP took measures to sort out the problems, there was still a problem with the email. SP maintained the termination fee.

The Ombudsman noted that C did experience problems, but found SP did try and resolve them. However, based on the merits of the case the Ombudsman considered SP should terminate the contract without penalty as a goodwill gesture.

3.12

C subscribed to both broadband and dial up internet access accounts with T. when T delivered its bill C objected as it was much higher than expected. Due to a lack of detail provided it was difficult to assess this matter. T had provided poor customer service.

The Ombudsman required T to provide a small goodwill gesture and to call C to explain the bill, confirm the packages subscribed to and how they interact. If both types of internet access were subscribed to the Dial Up account was to be cancelled.

5.0 Cancellation

5.1

C called SP to arrange line at new address. An appointment was made but when the engineer arrived he could not install the line. C lost service for 12 days and so contacted SP for compensation. C received no response and so cancelled contract with SP. C then received a termination fee. SP said that the delay was due to its provider making an error on the order. SP said it approached its provider for compensation but further details of what the outcome was were not provided to the Ombudsman. SP said C was liable to pay the termination fee.

The Ombudsman said that C had received poor customer service from SP. SP did not pursue compensation with its own provider on behalf of C. The Ombudsman required SP to refund termination fee as a goodwill payment in recognition of the delay in providing service and the poor customer service received.

5.2

C agreed to join SP for a ninety day trial period and continued with the service after the trial had finished. However, C decided to cancel the service and SP informed C that an early termination fee would apply. C complained that SP had not informed C of the

charge, but SP stated that it was in its terms and conditions. As a gesture of goodwill, SP later offered to cancel the charge.

The Ombudsman concluded that SP's offer was fair and reasonable in this case and that C would only be required to pay for any service that had been used up until the cancellation date. SP was required to clear the account to zero; once any payment had been made or if the account was up to date it should be closed. SP was required to confirm this in writing to C.

5.3

C states that C cancelled a dial-up internet account with T when C moved home. T stated that T had not received the cancellation request. C's account continued to accrue charges. Eventually C's Direct Debit was reinstated and a payment was taken. In the meantime C had subscribed to T's broadband service. C states that C had experienced problems with the service since the outset of the new contract.

The Ombudsman considered that C had submitted a cancellation request for the dial-up service, and that T had reinstated the Direct Debit instruction in error. C had made an indemnity claim and had had the money taken refunded. T was required to write to confirm the account had been closed with no monies owing. The evidence submitted showed that while C had experienced some faults with the broadband service, T had promptly resolved the problems, and no further action was required on that account.

8.0 Customer Service

8.1

C contacted SP to cancel the account. SP failed to do this. SP advised the Ombudsman that it had refund to the account for the incorrect billing and provided C a goodwill credit.

On the balance of probabilities it appeared to the Ombudsman that C had received poor customer service levels from SP as it had failed to take ownership of C's complaint. The Ombudsman required SP to provide C a confirmation that it had cancelled the second account; provide C the proposed refund; a goodwill payment and an apology for the poor customer service levels delivered.

8.2

The Ombudsman concludes there is likely to have been a shortfall in customer service at times on this case however, SP was not obliged to alert C to the fact C had exceeded the free usage limit. The Ombudsman considers SP has acted in accordance with the service agreement in maintaining the outstanding balance of account and has offered to waive the termination fee, reconnection charge and three months free service if C should pay the outstanding balance on the account. The Ombudsman considers this a

generous offer and in addition directs SP to mark C's credit history as settled upon receipt of the balance.

8.3

Based on the evidence made available to her, the Ombudsman notes C expected the transfer of all four lines as agreed in a call however SP delayed in completing the transfers of the lines. The Ombudsman considers this a protracted delay and notes further delays when reinstating the additional selected services.

Whilst the Ombudsman listened to a recording in which SP did not claim to be part of BT Wholesale. That is not to say C was advised differently on initial contact it is just the Ombudsman was not provided with any evidence to verify C's statement.

The Ombudsman considers a number of customer service issues were raised on this case. The Ombudsman considers C suffered inconvenience and incurred costs when seeking resolution to the complaint and pursuing the full transfer of all the services. In recognition of the issues raised the Ombudsman directs SP to make a goodwill credit equivalent to the total breach in contract fee. Because it is not possible to transfer all of the services C requested the Ombudsman requires SP to release C from the contract without penalty should this be C's preferred option. The Ombudsman requires C to notify her if C wants to be released from the contract.

8.4

C had an account set up without agreeing to the service from SP. SP investigated and agreed that C should not have had the account in the first place. It offered a goodwill gesture and apology.

The Ombudsman agreed with the findings of SP but required an increase to the goodwill payment.

8.5

C contacted T as a loss of telephony service was experienced on three occasions. C added that a poor response was received from T upon complaining to the company. C did not provide evidence of the stated correspondence to support the claims. T explained that a level of compensation was provided in line with its normal compensation scheme and believed it appropriate in the circumstances. T offered a further goodwill gesture payment.

The Ombudsman concluded that C has received a shortfall in service from T.

From the evidence provided, the Ombudsman was satisfied that the level of compensation offered is appropriate in this case and in line with the normal compensation scheme offered by T. There was no indication of any customer service shortfalls in this case.

Therefore, T was required to maintain its offer of a goodwill payment along with a letter of apology.

8.6

C agreed to remain a customer with T only on the basis that various benefit and discounts were applied to the account. The agreement was not properly applied and a dispute ensued. T did honour the agreement and also provided a small goodwill gesture to C's account. C also requested a substantial amount by way of loss of earnings. C worked from home but C's telephone account was a residential agreement. T refused to provide compensation for loss of earnings as the line was residential.

The Ombudsman agreed with the steps taken by T and did not require any further steps to be taken.

8.7

C claimed that SP had failed to apply additional payments to an account. SP asked for proof of payment but failed to respond to the letter sent by C. C chased the matter for a lengthy period but SP failed to respond to any letters sent.

The Ombudsman noted that SP had applied other payments but she was not advised of the specific payment that had been disputed in this case. However, it was clear that there had been a shortfall in service and SP was required to address this. SP was required to issue a letter of apology and goodwill payment for the shortfall in service. C was advised to issue proof of the payments to SP and SP was required to provide confirmation that the payments had been applied to the account. In the event that this could not be done, SP was required to apply the payments with immediate effect. However, if C could not provide proof of payment, no additional action was required of SP, although the goodwill payment was still required.

8.8

C was offered two handsets by T on one contract. C was free to choose the handsets supplied. One of the handsets had to be returned due to it being faulty. T could not replace the handset and agreed that C could contact T and notify it of the handset required when one came on the market. C did not claim this handset for over twelve months by which time the contract had expired. T refused to honour the contract but did offer a goodwill gesture to C. C refused the offer and demanded the cash value of the handset on the open market if bought 'out of contract'. T refused this.

8.9

C wished to change C's number, therefore requested this to SP as well as its line rental service. However SP could not action this request on to C's account. Therefore another

account was set up for C, by SP, in its place. Yet C continued to receive bills for C's old account and C also encountered problems with C paying bills for the new account. C did not wish to pay via Direct Debit (DD) and advised SP on this on numerous occasions. C complained to SP in writing as C had also incurred a bank charge and administration charges from SP as a result. SP provided C with various goodwill credits but maintained that if no DD was in place, further surcharges would be levied. The Ombudsman found that SP was within its rights to charge C for a non DD in line with its Terms and Conditions, and considered SP's credits generous, in light of this. However the Ombudsman considered that SP should have cancelled C's old account when the new account was activated. Therefore the Ombudsman required SP to do this and confirm it in writing to C, and also to transfer any remaining credit balance on the old account to C's new account.

9.0 Direct Debit

9.1

C received large bill from SP. SP informed C that large bill was due to six months bills as direct debit had not been taken. C had not been informed of this by SP. C called and sent letters and emails to SP. SP promised manager call backs but these did not happen. C received no response from SP. SP did not provide a case file so its views were not taken into account.

The Ombudsman said that C had received poor service from SP. SP to reduce the outstanding balance by 50% as a gesture of goodwill.

12.0 Disputed Charges

12.1

C disputed GPRS usage with SP whilst abroad. SP checked and said that the usage was derived from C's SIM card. C said that SP should provide details of what web sites were accessed. SP said as it was not C's ISP and only the network provider it was not obliged to provide this information. SP offered C 50% of the disputed charges but C declined.

The Ombudsman said that there was no evidence to show that C had not used the usage C had been billed for. SP to credit the account with 50% of the disputed charges.

12.2

C contacted T and disputed the 0871 numbers appearing on his bill. C was unhappy that T ignored C's first three letters of correspondence. The Ombudsman found that the

charges relating to 0871 were correct as they were made from C's telephone line. She required T to provide C a goodwill gesture payment for the shortfall in customer service levels. She also recommended C to contact the owner of the 0871 numbers in order to pursue a refund should C wish to exercise this option.

12.3

C entered a contract with T on the understanding that savings would be made in comparison to C's previous supplier. Complaint was that it was more expensive and to show this C worked out the average daily cost of calls with each supplier. The Ombudsman found that this was unreliable as the numbers of calls made can vary and affect the average.

Complaints were made about the customer service received because calls had not been returned and letters answered. The representative at T that C had dealt with was also said not to work for T. In respect of poor customer service T was required to provide a goodwill gesture credit to C's account.

12.4

C took a contract with T for three years which attracted a cancellation fee if the service was cancelled early. C said this was not explained and cancelled the account. T collected the cancellation fee and following complaint agreed to credit the fee if C returned to its service. C returned to T but no credit was provided.

T accepted this was poor customer service and offered to credit the fee along with an amount equivalent to the account balance. T would then allow C to cancel the account with no cancellation fee if that was requested.

The Ombudsman recommended that this offer be accepted.

12.5

C complained that his contract with SP had been extended. SP stated that it had been upgraded and extended by a third party. C stated this should not have been allowed to happen as there was a password set up for the account.

The Ombudsman concurred with C and required SP to apologise and make a goodwill payment in recognition for the inconvenience.

12.6

C disputed premium rate voice calls with SP. SP maintained as correct. C sent a letter to SP but received no response. C said that C had experienced crossed lines and had had a similar problem previously and all disputed calls had been removed. SP said it had no record of crossed lines or of any previous similar situation.

The Ombudsman said that the evidence provided showed that C was liable to pay SP for the disputed calls. The Ombudsman said that C had received a shortfall in customer service and so SP was required to send C a letter of apology and credit the account with a nominal goodwill payment.

12.7

C was placed on the incorrect tariff and was overcharged. C complained to T and T recalculated C's bills and applied a credit to the account. C experienced a poor level of customer service.

The Ombudsman was disappointed that T placed C on an incorrect tariff but was pleased to note that T had recalculated C's bills and applied a credit to the account. The Ombudsman was of the opinion that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment and write a letter of apology.

12.8

C contacted SP to cancel the telephone service, which SP did. However, SP continued to bill C and failed to apply the required credits to C's account. C wrote letters of complaint to SP, but T failed to adequately respond.

The Ombudsman required SP to provide C with a goodwill credit for poor customer service. SP was required to recalculate C's account and provide C with a refund for the amount that the account was in credit. SP was also required to provide C with a letter of apology and confirmation that the account had been closed.

12.9

C ordered landline and broadband services from SP. There were lengthy delays experienced in respect of both lines being provided. C wrote to SP a number of times but did not receive a response. C also claimed that there had been overcharging on both accounts but SP stated in its case file that all monies were accounted for.

The Ombudsman found that SP had provided poor customer service. SP was required to provide a letter of apology, a full account demonstrating that all money was accounted for and a goodwill gesture for the inconvenience caused in this case.

12.10

C complained to SP about unwanted premium rate text messages. SP advised how to stop the messages but C claimed that they continued. C called every time a bill was received but the messages continued. SP investigated the charges and found that the service had been subscribed to. C was told how to unsubscribe and the messages stopped for a while. The texts then started again and C complained. SP explained that

the service had been requested again and provided further advice on how to stop the messages.

The Ombudsman was of the opinion that SP had acted appropriately and provided the correct advice regarding the service. Despite C's claim that SP had provided poor customer service there was no evidence to support this. SP had also applied a credit as a gesture of goodwill for the inconvenience caused, despite the matter being out of its control. The Ombudsman was of the opinion that SP had done everything possible to prevent the unwanted service and advise C and therefore no further action was required.

12.11

C queried a Premium Rate Service (PRS) call with SP. SP gave C incorrect information regarding the cost of the call which C then disputed. C experienced a poor level of customer service.

The Ombudsman was satisfied that C should remain responsible for the cost of the PRS call but considered that C appeared to have been given incorrect information regarding the cost of the call. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

12.12

C states that after refusing an offer to join T an account was opened. C did not want this and took steps to have it cancelled which were unsuccessful. C asked for the bills to be waived as the service was not wanted.

The Ombudsman required C to adjust its bills to deduct the service charges as the service was not asked for and to bring the call charges into line with C's chosen provider. The cancellation of the account was also to be confirmed.

12.13

C received billing from SP that showed calls from C's mobile to Premium Rate Service (PRS) numbers that had been made late at night. C told SP that C had not made the calls. C said that the handset had been on a bedside cabinet and he had been asleep. SP told C that it would investigate the call charges and for peace of mind provided C with a change of telephone number. C then complained that C could not connect to services with the new number.

SP investigated and discovered that similar calls to similar PRS numbers had been made at similar times and had previously appeared on C's billing. SP also noted that whilst SP had not informed C of the subscriber of the PRS numbers, C had advised it that the numbers belonged to adult chat up lines. SP concluded that the charges had been correctly applied and that C was responsible for them. C disputed this and cancelled payments. SP then suspended services.

It was decided that given the history of similar calls of this nature, the fact that C was aware of the services provided by the PRS numbers, and that the nature of the calls had caused rows between C and his wife, that C had actually made the calls. The charges had been correctly applied and C was responsible for them.

It could not be ascertained whether C had been able to receive services through the new number SP had provided as SP had suspended services due to non-payment.

C was advised that C could contact The Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS) if C felt that the charges made by the PRS providers were inappropriate.

12.14

C disputed charges on a bill from SP. SP investigated and noted that the rate applied was incorrect. SP recalculated the bill and applied a goodwill credit. C claimed that SP had offered a much higher credit but there was no record of such an offer. C sent letters of complaint to SP but only received a response to one. SP had only recorded receipt of two letters and one was not applied to the account notes correctly. C asked to cancel the service and SP advised of the termination fee. C claimed that the termination fee should not apply because the service had not been available. SP had no record of any contact from C regarding service problems and refused to waive the termination fee.

The Ombudsman was of the opinion that SP had addressed the majority of issues reasonably and that it had corrected its initial errors. As there was no record of C reporting service issues the Ombudsman could see no reason why the termination fee should not be applied. However, it was clear that SP had received more than one letter from C and therefore SP was required to apologise and issue a small goodwill credit for the failure to respond to all letters.

12.15

C had a mobile phone account with T for the use of a daughter. C then received bills for text messaging services. C complained to T who maintained the charges. The phone was disconnected for non-payment. C complained to the press and T withdrew the account from the debt collection agency and investigated further. T then offered a goodwill gesture in recognition of failures in its customer service. C was still not happy and T issued a deadlock letter.

The Ombudsman found that T had not given any warning to C about the abnormal high usage on the account, had failed to deal with the issue sympathetically until the press became involved and failed to provide advice on call limits to prevent future problems.

The Ombudsman required T to provide a goodwill credit as compensation for the poor customer service and to agree a repayment plan for the remaining balance. The Ombudsman also required T to send a written apology and guidance on how to limit charges on the account.

12.16

C noticed that SP charged it for calls despite the number not connecting. SP advised the Ombudsman that it needed more time to conclude the matter. The Ombudsman noted that the matter had gone on for a considerable length of time but allowed SP an opportunity to conclude the matter.

12.17

C upgraded from Dial-up Internet to Broadband. T continued to charge C for Dial-up, as well as for Broadband. Although C complained about this for several months, T failed to refund these charges. The Broadband connection developed a fault. T could not resolve the problem and therefore C eventually cancelled the service.

The Ombudsman required T to refund the Dial-up charges applied to C's account in error. She also required T to apply a goodwill credit to C's account to recognise the inconvenience caused. T was further required to refund all charges applied to the account after the fault developed.

12.18

C said that SP said C would save money each month on rental then with previous provider. C said this was not the case and disputed this with SP. SP did not respond to correspondence received. C also disputed premium rate calls due to emailer.

The Ombudsman said there was no evidence to suggest that C had been misinformed by SP. C liable to pay SP for premium rate calls. However there was a shortfall in customer service as SP failed to respond to C. SP to credit account with a nominal goodwill payment.

12.19

C disputed the telephone service charges they had incurred and claimed to have only been with T for a few days. T provided evidence to show that C had been with it for several weeks and had used the telephone service. C disputed the broadband charges and claimed this had never been provided. T maintained the broadband charges and stated the service was provided. C experienced a poor level of customer service. T applied a generous credit to C's account.

The Ombudsman considered that it was without doubt that C's telephone service was with T for more than a few days. The Ombudsman found the credits previously applied to C's account to be generous. The Ombudsman required T to conduct a thorough investigation into C's broadband usage. If it was found that C had not connected to broadband then a full refund was to be given; however if C was able to connect reasonably to the service then they were to remain responsible for the broadband service charges.

12.20

C received a bill that contained calls to a PRS number that C claimed C did not make. C complained to SP but SP maintained the charges. SP initially provided C with a response, but this was found to be incorrect. Therefore SP reinvestigated and offered C a more appropriate response. SP explained to C, both orally and in writing, how the charges may have occurred but C still felt that C should not be liable for the disputed calls. SP also disconnected C's services in error, whilst the matter was in dispute. The Ombudsman found that in this instance SP had acted appropriately in relation to the charging of the calls and although it had compounded C's complaint somewhat, she was satisfied that SP had offered C fair and reasonable recompense in order to remedy any inconvenience caused. The Ombudsman required no further action from SP.

13.0 Equipment

13.1

C asked T to move telephone wiring from the side of C's home to the chimney. T agreed. However, it was later discovered, when an engineer visited, that T would not connect wiring to a chimney for safety reasons. C complained that C had had to arrange for somebody to be in the house when the engineer visited. C also experienced a fault on the line. T repaired the fault, and offered C its standard compensation for the fault. It also offered a goodwill gesture to recognise the inconvenience C had suffered because the line could not be connected to the chimney. It was arranged for a telegraph pole to be erected so the line could be moved from C's house. C was not satisfied with the offer T had made.

The Ombudsman agreed with C that C could have been told that it was not possible to connect wiring to a chimney earlier, and that the fact C was not told this caused inconvenience. However, T's goodwill offer was considered reasonable. The Ombudsman considered that T had now resolved the problem by erecting the new telegraph pole and also decided that T had taken appropriate action to resolve the fault and compensate C for the loss of service. T was required to apply the goodwill credit T had offered to C's account.

13.2

C complained to SP about poor network coverage. SP provided an explanation for the lack of service and offered to carry out checks on C's handset. C refused to contact SP by phone and this prevented SP from following its usual complaints procedure. SP responded to all letters from C but was unable to reach a resolution due to C's lack of cooperation. C asked for compensation for the cost of complaining but SP refused because it had not been allowed to make contact in the preferred way.

The Ombudsman was of the opinion that SP had taken all possible action to resolve the matter but this had been hindered by C's refusal to cooperate. It was clear that SP had

responded to the complaint as fully as possible and the Ombudsman could see no reason why SP should cover any of the charges incurred by C. The Ombudsman noted SP's offer to carry out the handset checks and she accepted that this was a reasonable offer. However, if C refused this she did not consider it appropriate to credit any of the charges on the account. No action was required of SP and the Ombudsman could see no reason why C should not pay for the remainder of the contract.

13.3

C complained to SP about the speed of a broadband service. SP provided a detailed response but C remained unhappy with the service. C sent written complaints but SP failed to respond. C asked for a refund of the charges paid for the service that was not fully available but SP still failed to respond.

The Ombudsman noted that the service could not be guaranteed but she could see no reasonable explanation for SP's failure to respond to the written complaints. SP was required to issue a written apology for the shortfall in service and also apply a goodwill payment. No action was required in respect of the speed of service.

14.0 Faults (Equipment)

14.1

C experienced problems with a service from SP. SP investigated the problem and requested the handset be returned to the dealership. C decided to liaise directly with SP which found the coverage was not at fault and issued a new handset. C complained of the loss of contact numbers and stored pictures.

The Ombudsman considered SP was not responsible for the numbers and requested a small goodwill payment in recognition for the lost pictures.

15.0 Faults (Line)

15.1

Based on the information made available, the Ombudsman considers it likely that SP was unable to provide a satisfactory broadband service due to the line and problems at the exchange. The Ombudsman considers SP failed to handle this complaint efficiently and the period concerned became protracted.

The Ombudsman considers SP failed to provide an adequate level of customer service on this case. C made numerous calls and wrote letters of complaint actively seeking resolution to his concerns. The Ombudsman considers C incurred costs when seeking

resolution to his complaints and has suffered inconvenience. In recognition of SP's failure to provide the broadband service, the Ombudsman directs SP to clear the outstanding balance on the account and to issue a letter of apology and assurance C's credit history has not been adversely marked.

In recognition of the customer service issues raised and the poor technical support offered the Ombudsman directs SP to make a goodwill payment

15.2

C's telephone line developed a fault. It took T several weeks to resolve the problem. C submitted a claim for business losses as well as compensation for the loss of the line. T declined C's claim for business losses. It stated it would compensate C in due course.

The Ombudsman agreed that according to T's Terms and Conditions, T was not liable for C's business losses. However, it was decided C was owed compensation and T was required to credit an amount in respect of this to C's account.

15.3

C complained that there was an intermittent fault on a telephone line. C insisted on a number of engineer's visits and they were provided but eventually when the visits were consistently not producing any result T indicated that should any further visit be requested and prove fruitless a charge would be delivered. When a further was demanded and was fruitless T delivered a charge. C asked that the Ombudsman find that this should not be demanded. C also asked the Ombudsman to comment on the type of wiring used by T as C felt this was not as good as another type.

The Ombudsman confined the investigation to customer service levels as the type of wiring used is a commercial decision and as such is outside the Ombudsman's remit. It was also held that T was entitled to require the charge to be paid as C could not continue to demand engineer's visits without risking the cost of them. A good standard of service was found to have been delivered.

15.4

C experienced a reduced quality of service and poor customer service from SP in correcting the problem. SP investigated the complaint and found C would benefit from transfer to an upgraded system. It also offered a goodwill payment.

The Ombudsman considered SP had not been entirely at fault and that the goodwill gesture was reasonable, but she required an improved goodwill gesture and apology for the shortfall in C's service.

15.5

C subscribed to T's broadband service but experienced problems connecting to the internet. The problems lasted for six months and whilst C claimed to have made many calls (which could not be proved) only one letter was sent to T. The problem was resolved before the Ombudsman investigated fully.

As C was not seen as having made full efforts to complain the responsibility was split with T being required to credit 50% of the line rental for the problematic period.

15.6

C's business's telephone service was provided by T. C's lines developed a fault. T resolved the problem, but there was a delay in restoring service. C claimed business losses from T. T pointed out that its Terms and Conditions stated that T was not liable to pay business losses in the event of a fault.

The Ombudsman agreed with T that its Terms and Conditions stated that the company was not liable to pay compensation to C. Although there was a delay in restoring service, the work that needed to be carried out was complex, and therefore the delay was understandable. T had refunded line rental for the period C was not able to access the service. This was considered fair. No further action was required.

17.0 Fraud

17.1

C contacted SP as both handsets were barred. SP advised that in line with its terms and conditions, an indication of fraudulent activity was recognised on the account and therefore the handsets were barred and an investigation was underway.

From the evidence provided, the Ombudsman was satisfied that SP has acted correctly in this case. In the event of fraud, most companies have a specific procedure to investigate and to protect itself from further the eventuality fraud.

Therefore, SP was required to send C and the Ombudsman the results of its findings upon completion of its investigation.

19.0 Installation

19.1

C was cold called by SP and offered line rental services which C accepted on the proviso that services were not transferred until C moved house, which was planned for the near future, and that C could keep C's existing telephone number.

C learnt to C's surprise that SP had taken over the service prior to her moving house and when C did move SP failed to connect the service to C's new address and SP discovered that, for reasons beyond its control, it could not provide C with C's existing number. C spent many hours on the telephone and sent letters of complaint to SP but C felt C was getting nowhere to resolve the problems. C decided to cancel the service and SP sent C a final bill.

The Ombudsman came to the conclusion that SP had not lived up to the promises it had made to C and there had clearly been customer care failings. As a gesture of goodwill and to resolve the complaint SP offered to write off the balance outstanding on C's account. The Ombudsman came to the conclusion that this offer was insufficient to redress the inconvenience, time and costs C had incurred, and she decided that SP should in addition to maintaining the offer it had made, it should make a further gesture of goodwill and send C a letter of apology.

22.0 Internet Connection

22.1

C contacted SP after noticing duplicate charges had been incurred for the broadband it was provided. SP investigated and admitted this was due to administrative errors. SP refunded the money but due to a further error this happened again, with SP again refunding the money. C was unhappy that SP had to be contacted so many times in order to get this matter resolved, and C highlighted a further overpayment had occurred after changing from one broadband product to another. SP again refunded this money, provided a written apology and offered to make a goodwill gesture. C felt the offer made did not fully consider the problems encountered and the costs involved, particularly considering that this matter had adversely affected C's credit rating. SP felt it was appropriate and stated no adverse information had been recorded.

The Ombudsman appreciated C's concerns and frustration, but concluded SP's offer was appropriate from the information provided. She concluded that SP had rectified all errors and had confirmed that this matter had not affected C's credit rating. In resolution the Ombudsman required SP to make a further apology and to make the proposed goodwill credit. She also required SP to provide written confirmation that no adverse information had been recorded, and advised C that if there was any direct evidence of this matter adversely affecting C's ability to obtain credit, then this should be provided as further representations.

24.0 Mis-selling

24.1

C disputed the contract agreement with SP, cost of calls and also said that the broadband connection did not work. SP said it could find no evidence to suggest that C did not agree to the contract. SP said that C disputed local rate calls to which SP offered C a cheaper rate or installation of broadband free of charge. C choose the installation of

the broadband service but since activation SP has had no contact from C to say that the service was not working.

The Ombudsman said there was no evidence to suggest that C did not agree to contract with SP. The Ombudsman also said that the onus was on C to check call prices against current provider before agreeing to contract or service transfer. There was no evidence to show that C had informed SP of broadband problems. The Ombudsman said that SP should contact C to try and resolve broadband issues. If service is not working due to C's computer compatibility then SP to refund C with all charges.

24.2

C contacted SP to cancel an agreement of services and maintains that SP had mis-sold the product. SP refuted mis-selling C. The Ombudsman could not find any evidence of mis-selling. However, in line with industry agreed processes, the Ombudsman concluded that SP should release C from the contract without penalty or any termination fee, along with a letter of apology for the inconvenience caused. SP should clarify, in writing to C that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency

24.3

The Ombudsman has to examine cases based on the evidence both parties to the complaint submit to her for review. In this case very little evidence was made available. However, whilst finely judged, the Ombudsman considers it unlikely that C agreed to SP becoming his ISP as C had previously cancelled SP's services and then entered a contract with another service provided for broadband provision. The Ombudsman directs SP to terminate the account and to clear all charges outstanding.

In recognition of the customer service issues raised on this case and the costs C incurred when seeking resolution to this issue, the Ombudsman directs SP to make a goodwill payment payable by cheque.

24.4

The Ombudsman concludes it is possible that C was misadvised about the package during the initial sales call but the order placed was for the BFB 250, which was highlighted on the fax. The Ombudsman cannot amend the packages offered by SP as they are set by commercial decisions however; the Ombudsman considers this case has been poorly handled at times.

In recognition of the customer service issues raised the Ombudsman directs SP to release C from the contract without penalty, if he should so wish. The Ombudsman asks C to indicate to her if C would like to be released from the contract, if not then SP will maintain the tariff plan as published. If C decides to retain the contract the Ombudsman directs SP to make a goodwill credit to the account in recognition of the customer service issues raised.

24.5

Contacted T with issues relating to mis-selling, disputed charges, billing, and poor customer service. T did not comment regarding the issue of mis-selling, but agreed to clear all charges on the account.

The Ombudsman was disappointed that T has failed to comment directly regarding the issue of mis-selling as it is a very serious allegation. It is clear however, that C has been inconvenienced with regards to being chased for the disputed amount, and in the attempts to resolve the complaint.

Therefore, T was required to investigate the issue of mis-selling as a matter of urgency and send its findings to both C and the Ombudsman, maintain its offer to clear C's account balance to nil, offer a goodwill gesture payment for the overall poor experiences to date, by cheque, along with a full written apology. T should also confirm in writing to C that the his account is fully closed with a nil balance and that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency. T should contact its debt enforcement agents to ensure that C is not contacted any further

24.6

C left a member of staff to negotiate a contract on behalf of the company. C as a director signed the contract which agreed to terms of hiring a telephone system. C later tried to cancel due to mis-selling, but SP refused to terminate the hire agreement. The Ombudsman found no evidence of mis-selling due to the initial negotiations being done verbally. As the contract had been signed by the director of the company the contract was valid.

24.7

C contacted T and stated that a tariff was mis-sold at the point of sale. C added that a poor response was received from T. T stated that the initial sales call was not made by its staff, but a cross sales call from another company. T stated that no correspondence was received.

The Ombudsman could find any direct evidence to support C's claims that C was mis-sold at the point of sale by T, and advised C to take this issue up with the company who made the call as it was its staff who dealt with the initial sales call and not T's. The Ombudsman noted T's attempts to resolve C's issues by offering a re-calculation of the account balance to reflect the addition of the tariff stated by C and found this helpful in the circumstances. The Ombudsman was satisfied that C received a shortfall in service by not receiving a reply to the letter of complaint.

Therefore, T was required to maintain its offer of a re-calculation of C's s account balance to reflect the addition of an International Caller package and also an additional credit against the remaining balance along with a letter of apology.

24.8

C contacted T with issue relating to mis-selling, misinformation, disputed charges and poor customer service. T accepted that mis-selling had taken place and cancelled the accounts, cleared the balance to nil and offered an apology.

The Ombudsman finds that C has been mis-advised at the point of sale and that this has been accepted by T. The Ombudsman recognised the implications this has had for C and the overall poor experiences received. T has acknowledged the issue of C being mis-advised and has made attempts to resolve the issues. It is clear however, that C has been inconvenienced greatly.

Therefore, keeping in mind the credit previously applied by T and the letter already sent to C confirming its actions, the company should offer C an additional, goodwill gesture payment, by cheque, along with a full written apology.

24.9

C requested a new system from SP. Two were demonstrated and the cheaper option chosen. After installation an upgrade of the functions was requested by C. It was clarified by SP which later insisted that an upgrade to a new system was needed at considerable cost to C. C complained that the system was mis-sold and wanted the now needed upgrade for free.

The Ombudsman decided there had been a misunderstanding of the requirements to 'upgrade' and C did not have the appropriate literature before deciding on the system to purchase. She also considered that C could have raised concerns before a cooling off period had elapsed.

The Ombudsman required SP to reduce the cost of the upgrade for C by crediting C with three quarters of the final cost. C was recommended to pay the arrears outstanding for completion to be achieved.

24.10

C he agreed to SP's service on the basis that C would pay less a month to it, rather than what he was paying C's current service provider. C was advised by SP's sales personnel that the monthly sum would not exceed that amount, however upon receiving the first monthly bill it was much higher than the agreed amount. C felt that SP blatantly mis-sold its service to C. C called SP many times and wrote many letters to it, some via recorded delivery, in order to sort the matter out, but to no avail. C then cancelled the payment method, however SP then cut off the service. C paid the two bills by credit card to get the lines restored, yet made it clear that C still did not accept the charges. Although there was no evidence from the initial sales call provided, the Ombudsman used the billing evidence provided to presume that C had indeed agreed to a set monthly fee for SP's Service Charges only. These do not include mobile and 0870 call charges, which made up most of the bills. The Ombudsman saw no reason why C should not pay

for services used, but did require SP to credit C's account with a small goodwill payment for the shortfall in customer service received.

24.11

C said that when SP called C was misled into thinking C was speaking with another company. C said that on receipt of the welcome pack C called SP to cancel. C was informed of a termination fee which C disputes. SP provided the Ombudsman with a copy of the recorded calls and maintained that C had agreed to the contract and had not cancelled the agreement within the cooling off period.

The Ombudsman said that there was no evidence to show that SP had misled or misadvised C. If C wishes to cancel the agreement that C will be liable to pay a termination fee. No further action was required by SP.

28.0 Payments

28.1

C advised that SP had not received payment. C sent proof of payment several times but SP disconnected service for C as well as reconnecting after each payment. C complained but SP did not respond to complaint for many weeks.

The Ombudsman considered C had received poor customer service and required SP to apologise, reconnect the service, but allow C to terminate without a fee if requested and make a goodwill payment.

28.2

C paid a sum to SP by credit card, as C's account was unusually high. SP incorrectly allocated the payment and subsequently attempted to claim an incorrect amount from C's bank account by direct debit. The direct debit was rejected and C incurred bank charges. SP agreed to refund this sum on a number of occasions but failed to do so. The Ombudsman found evidence that SP had intended to credit the sum to C's telecommunications account but no evidence that it had actually done so. The Ombudsman found that it would have been appropriate in these circumstances to refund the sum by cheque and required SP to do so. C claimed to have telephoned SP on a number of occasions, faxed evidence of the bank charges on three occasions and sent a recorded delivery letter, which was signed for. In spite of this, SP had still not rectified the situation.

The Ombudsman found that failing to respond to telephone calls, faxes and letters amounted to poor customer service. She required SP to apologise in writing for this and to pay a small sum to C as a goodwill gesture. C had received assurances from SP that the account had not been passed to debt collectors. C nonetheless received

communications late at night from a debt collector attempting to recover the incorrect sum.

The Ombudsman found that incorrectly sending the account to debt collectors and failing to retrieve it when the error was discovered, amounted to very poor customer service. She required SP to retrieve the account, to undo any adverse credit history that had been created, to apologise to C in writing and to pay a small sum as a goodwill gesture to reflect the stress caused. The parties did not agree as to the correct amount outstanding but SP had offered to waive the balance. The Ombudsman required SP to do so and to confirm this to C in writing.

32.0 Refunds

32.1

C had a complaint with SP that was escalated and an agreement reached over the resolution. SP failed to complete the resolution for many months and C was unable to get the payment completed. SP offered no explanation to the Ombudsman who had no reason to disbelieve C's assertion.

The Ombudsman required SP to complete the promised payment, make an apology and a further goodwill payment in recognition of the delay and inconvenience.

34.0 Service Transfer

34.1

C agreed with SP for telephone and broadband service. There was a problem over the transfer of the ADSL marker which resulted in C paying two service providers, the old and new provider, for the same services.

C tried to resolve the problem by making numerous contacts with both service providers but was unable to do so. C was provided with conflicting information and was having difficulty in establishing who was actually providing C with what services and who C should pay.

SP informed The Ombudsman that it had implemented call services to C and SP was prepared to reimburse C with the charges made for that service by the other service provider, on production of the billing.

The Ombudsman commented that she did not expect C to pay two service providers for the same line rental and as C had acted on SP's information, SP was responsible for reimbursing C with all the additional charges applied by the other service provider.

The Ombudsman also decided that SP must make a goodwill gesture to C and must send C a letter of apology for causing greater anxiety and frustration to C by not responding to C's letters.

34.2

C updated services with SP but lost another in the process. SP investigated but could not remedy the problem for many months, putting C to unnecessary expense and inconvenience.

The Ombudsman found the customer service from SP to be poor in causing the problem but the later service having been well maintained. She required an apology and goodwill gesture for the inconvenience and further payment for the out of pocket expense.

36.0 Tariffs

36.1

C agreed a contract with SP, expecting a fixed tariff, but the bills always exceeded the expected amount. C then withheld payment. SP closed the account and applied a termination fee. SP investigated the complaint and found the elevated charges were due to the use of Premium Rate Text Services.

The Ombudsman considered C was liable for the account and the termination fee.