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2.0 Billing

2.1

C was continually charged by SP for services not received. SP accepted the incorrect charges.

It was concluded that C has been incorrectly charged and encountered a delay in the disconnection of services and did not receive an appropriate level of service from SP when contacting the company to resolve the complaint. These were clear service shortfalls.

In full consideration of the facts and issues surrounding C's complaint against SP

SP should offer C a goodwill gesture payment, which includes the refund of incorrect charges; expenses incurred and overall service shortfalls, confirm that the account is closed with a nil balance and send a letter of apology

2.2

C cancelled service with SP but continued to be billed. C complained to SP and sent letters but was still billed by SP. SP admitted that C had continued to be billed in error.

The Ombudsman said that C had received poor service from SP as it had failed to resolve the issue after five months. SP required to send C a letter of apology and confirmation that C does not owe SP any money. SP also required to award a nominal goodwill payment to C.

2.3

C cancelled dial up internet services with SP and arranged broadband internet access instead (with the same SP). Whilst SP provided and charged for the broadband it also continued to charge C for the dial up access, even though it had confirmed the cancellation of the dial up account. C sent letters to SP which was not answered. This was considered to have prolonged this matter. SP did accept the overcharging and refunded the amount charged since cancellation to C's account. C complained about this. SP accepted it had taken too long to respond to C.

SP was required to provide a letter of apology in relation to the poor customer service experienced in this case; account to C for the refund credited to the account, deduct this credit from the account and reprovide the refund in the form of a cheque and Provide a goodwill gesture in the form of credit to C's account.

2.4

C took a data card to enable mobile internet access via a laptop computer from SP's store. SP offered an unlimited usage tariff and a capped usage tariff which meant that if heavy usage was made of the data card a very large bill would be delivered. It was indicated that C had relied upon the advice of the store staff when arranging the capped tariff. It immediately became clear that inappropriate advice had been given. This was based on the usage made of the device. It was considered that if the proper advice had been provided by the store staff the unlimited tariff would have been chosen. This was considered poor customer service.

SP was required to stop pursuing the outstanding monies on C's account, recalculate C's account on the basis that C had taken the unlimited tariff from the outset; correct credit reference records held in relation to C so that C is not prejudiced by this matter and
Confirm its actions in writing to C.

2.5

C requested a Migration Authority Code from SP and transferred to another service provider. After the transfer SP continued to bill C for the broadband service despite it being cancelled. The logs showed that SP made many attempts to cancel the account but these were not successful for eight months. During this period SP started debt collection action. This was considered poor customer service and this was made worse given the prolonged length of time taken by SP to resolve the problem.

SP was required to provide a letter of apology; confirm that no damage has been caused to any credit reference files held in relation to C or that any such damage has been corrected; account to C for all payments claimed since the broadband account was transferred to BT and demonstrate that all necessary refunds have been provided and the balance cleared and
Provide a goodwill gesture in respect of the poor customer service.

3.0 Broadband

3.1

C found that SP was debiting monthly charges from C's account for a broadband service C was not receiving. Therefore, C contacted SP about this and a refund was agreed. However, C received no refund directly to C's bank account as agreed and complained to SP about this. SP checked with the relevant department and maintained that the refund had been actioned, and provided C with the details of this. C then provided SP with a statement to confirm this had not been received, but SP maintained this was for a different account, yet C maintained C only had one account.

From the evidence provided for investigation, it was found that although SP may have already actioned the refund, this was not to C's bank account. It was apparent that SP had refunded the BACs account from which the payments were taken, but C had no access to this. It was also found that C had received shortfalls in customer service from SP in relation to its lack of response to some of C's correspondence. Therefore, it was proposed for SP to either cancel or have the initial refund returned (as C could not access this) and then provide C with a direct cheque payment, which was inclusive of a goodwill gesture. An apology was also required.

3.2

C contacted SP as broadband would not connect. C added that a poor reply was received upon contacting SP. SP accepted the broadband would not connect but that this was due to C's line needing an upgrade.

It was concluded that C has been inconvenienced with regards to not being able to connect to a broadband service and in the many times C has contacted SP in attempting to get the service connected. This is a service shortfall.

In full consideration of the facts and issues surrounding C's complaint against SP

Offer a penalty free cancellation, send confirmation that the current agreement has been cancelled, SP should contact C, via telephone and discuss the possible packages which are suitable for C's needs, offer a goodwill gesture payment, by cheque and send a letter of apology

3.3

C requested the telephone and broadband service from SP, but there was a five month delay in providing him with the broadband service. C was also promised call backs, but none were received. SP also failed to respond to C's correspondence. SP accepted that this was the case and apologised for any poor customer service.

The Ombudsman concluded that SP was required to provide C with a goodwill credit and that SP should send C a letter of apology for the delay and any poor customer care.

3.4

C agreed to telephone and broadband from SP, but SP failed to supply the broadband service. The initial delay was C's, but SP later failed to process the order. C complained to SP in writing and over the telephone.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to provide a goodwill credit, a letter of apology and release C from the contract without applying any early termination fee.

3.5

C experienced connection problems to the broadband service since signing up and C has had no telephone access. C has requested to cancel the account without charge and to be refunded for monies paid for services that could not be accessed. SP determined there was no line fault and it was not given the opportunity to send a broadband engineer to investigate the connection problems.

There was a shortfall in customer service in the handling of this complaint.

In summary the Ombudsman requires SP terminate the services without penalty, along with a complete refund of payments made; make a goodwill gesture in recognition of the customer service issues raised,

The costs C incurred when seeking resolution, and in recognition of the period without telephone service; issue a MAC without charge; and to issue a formal letter of apology in recognition of the customer service issues raised.

3.6

C agreed to SP's broadband service and was advised that charges would be taken when C received the necessary equipment. However, C received no equipment and then found that SP had attempted to debit C's bank account, but as there was insufficient funds, C incurred bank charges. This happened again the following month. C claimed to have made numerous contacts with SP and that eventually it agreed to refund the charges, but that C did not receive any refund.

The investigation found that SP had provided evidence of the order and also the bills it had sent to C prior to any attempt to debit C's bank account. It was also evident that C had made no contact with SP regarding the relevant information/equipment C was supposed to have received in order to use the service. In addition, the investigation considered it reasonable for C to have been aware that by providing C's bank details initially, a Direct Debit payment would have been set up. Nevertheless, following escalation of the complaint, it was clear that SP agreed to refund C's bank charges, clear the outstanding balance and also applying a further small goodwill payment for the inconvenience caused. The investigation welcomed these actions and found them to be fair and reasonable in order to close the complaint. Therefore, it was proposed for SP to confirm the closure of the account with a zero balance, provide C with a refund and small goodwill payment and also provide C with an apology.

3.7

C complained that broadband became intermittent and C also had slow download speeds. C complained to Sp and sent letters but received no response. SP said it had not received C's letters. SP said it was currently investigating the speed issues and the investigation was ongoing.

The Ombudsman was concerned that SP had failed to contact C on several occasions and this was viewed as shortfall in customer service. The Ombudsman said it could not

be known what the broadband speed problem was and so required SP to continue to investigate and to keep C updated on a weekly basis. SP to award a nominal goodwill payment for the service shortfalls.

3.8

C agreed to SP's telephone and broadband services but due to an error was placed on the incorrect tariff. C also experienced a delay in the provision of the broadband account and when requesting an update on this, C was advised by SP that there was no broadband order or account. C decided to cancel the service and SP agreed to this without C incurring charges, but then, following contact from SP, C decided to try again and provided SP with a MAC, but despite this, C was again unable to connect to the service, and C decided to cancel the service again. C complained to SP throughout and highlighted other costs C had incurred. SP did not respond to all of C's complaints.

The investigation found that C had received several shortfalls in customer service from SP throughout this matter as it had placed C on the incorrect tariff, delayed C's broadband provision, provided C with mis-information and also failed to respond to all of C's written complaints. Although the investigation acknowledged C's other costs, it was considered C had benefited from these and incurred them through choice. Nevertheless, it was also proposed for SP to allow C to be released from the contract without penalty, to provide C with a goodwill payment and apology, ensure C received no further demands for payment and also that C's credit rating was not affected as a result of this matter, for the broadband account only. It was expected that C would meet any outstanding payments for C's landline account.

3.9

There was a long delay before the Supplier activated C's broadband. C made several complaints regarding this matter. The Supplier stated that a system error had occurred which caused the delay. C experienced a poor level of customer service. The Supplier applied a nominal goodwill payment to C's account.

It was accepted that a system error caused the delay in activating C's broadband. Although the Ombudsman noted the Supplier's goodwill payment, it was considered that a shortfall in customer service had occurred. The Supplier was required to make an additional goodwill payment and write a letter of apology.

3.10

C ordered telephone services and broadband from SP. SP failed to provide the broadband service. C complained and tried to cancel but accepted a retention package of one month's free line rental on the understanding that the broadband service would be provided. SP still did not provide the broadband service and C tried to cancel. C cancelled the Direct Debit and SP commenced recovery action but did not close the account. C wrote to complain but did not get a reply and referred the complaint to Otelo.

SP accepted that C had received poor customer service in relation to the broadband connection. SP offered to refund the line rental charged to C. The Ombudsman found evidence that C had tried to cancel on at least four separate occasions but that SP had not processed the cancellation, had restricted C's line for non payment and referred the account to a debt collection agency. The Ombudsman required SP to provide a goodwill credit for the balance on the account, to waive any early termination fees and to ensure that no adverse credit history was recorded in relation to this matter.

3.11

C signed up for both telephone and broadband service. Although the telephone service was installed successfully the broadband service was not offered due to system errors. SP apologised for the system errors and proposed a goodwill payment. The Ombudsman required SP to provide C an apology for poor service and a goodwill payment in recognition.

3.12

C ordered broadband through SP, but cancelled the order due to the delay in SP being able to provide the service. However, C rang back the same day and decided to proceed, but the order had already been cancelled and it appeared that C did not place a new one. C complained about the delays and SP offered a resolution, but this was rejected.

The Ombudsman concluded that there had been a delay in SP providing the broadband service, but the problem had initially been caused by C's request to cancel. The offer already made by SP was considered and it was decided that it was fair and reasonable. SP was required to re-offer the amount to C and send a letter of apology for any poor customer care.

3.13

C reported a fault with the broadband service, but after SP failed to resolve the problem, C decided to cancel the contract. SP billed C for the period when C was unable to connect, so C requested a refund. C wrote letters of complaint to SP, but SP only responded to one letter.

The Ombudsman concluded that SP had provided C with adequate recompense, as a credit had been applied and SP had allowed C to cancel the contract early without applying an early termination fee. However, SP was required to send C a letter of apology for any poor customer service.

3.14

C requested a telephone package and broadband from SP. However, the order kept rejecting due to an incompatible product on C's line. C complained about the delays and

poor customer service and SP did provide a goodwill credit and allowed C to cancel the contract without applying an early termination fee.

The Ombudsman concluded that SP was required to provide C with an additional goodwill payment and confirm in writing to C that the account had been cleared to zero and closed.

3.15

C ordered SP's broadband service. Over several months, SP failed to provide the service. C complained about the inconvenience caused.

The Ombudsman was of the opinion that SP had provided extremely poor customer service to C in not providing broadband. SP was required to take the appropriate action to activate the service, and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.16

C ordered broadband from SP. The broadband connection was provided earlier than the given date and C was not ready to connect until several weeks later. C then had connection problems and was not satisfied with the telephone service provided by SP. C cancelled the contract. Direct Debit's were returned by the bank before C had cancelled and SP charged failed payment fees. C objected to these. C telephoned and wrote to complain. SP agreed to waive the connection fee and the disconnection fee but maintained the failed payment charges.

The Ombudsman considered that C was responsible for ensuring payment was made and had not questioned the first failed payment charge on the first bill and had not made a payment. The Ombudsman therefore did not require SP to take any further action.

3.17

C was charged a monthly fee for what was believed to be a free broadband service. It was explained that this was because C's local exchange had not had the benefit of Local Loop Unbundling so a nominal charge was made. This was accepted as the practice of SP but it was felt that there was no support that this had been explained to C and therefore a refund of the charges was required. A connection fee was raised and was objected to by C. No reason was seen for requiring the refund of this as it was charged to all customers regardless of whether they were already customers or not. Poor customer service was found in that not all letters were answered by SP.

SP was required to refund the monthly fee and provide a small goodwill gesture for the poor customer service experienced.

3.18

C ordered a broadband service with SP which reported that it could not provide the service as there was a marker on the line. After many enquiries it transpired that the marker was actually SP's and was there as a result of SP placing two orders for broadband. SP promised to correct matters and provide the service but again failed to. As a result of SP's error C was left without a service and unable to obtain a service with any other provider. This was considered poor customer service.

SP was required to remove its marker from C's line and to provide a small goodwill gesture in respect of the inconvenience and added expense caused by its poor customer service.

3.19

C subscribed to SP's broadband service. C had problems connecting, and eventually had to employ a computer engineer to establish a connection. C was able to use broadband for a period. However, it was subsequently disconnected for several weeks. SP did manage to reconnect C, and offered compensation. C was not satisfied with the amount offered.

The Ombudsman decided that the evidence demonstrated that SP was not responsible for the initial problems. They came to this conclusion because the computer engineer had been able to establish a connection, which suggested the line had been enabled to support broadband, and the modem and installation software was working. Therefore, they did not feel that SP should be required to take action to recognise the delay in C accessing the service, or the cost of the engineer. The Ombudsman was satisfied with the amount SP had offered to recognise the period of time when the service was disconnected. SP was required to add this amount to C's account, and to write to C to apologise.

3.20

C was a broadband user. SP offered to upgrade C's connection. C agreed. After the upgrade, C could not establish the speed of connection previously enjoyed. C asked SP to downgrade the service so C could enjoy the speed of connection previously enjoyed. SP failed to do this for a prolonged period of time. In this time, it disconnected the service, and then put C on a slower speed of connection. It took several months for SP to restore the speed of connection C had originally enjoyed.

The Ombudsman was of the opinion that C had received poor customer service from SP, and therefore it was required to make a payment to C as a goodwill gesture.

5.0 Cancellation

5.1

C moved house and asked SP to transfer services to the new address. SP was unable to provide services and the account was cancelled. C continued to receive bills for the broadband service at the old address. C telephoned and wrote to complain but the account was referred to a debt collection agency despite assurances from SP that the account had been closed. C complained to Otelco.

The Ombudsman considered that C had received poor customer service. SP failed to action the credits on the account, failed to close the account and referred the balance to a debt collection agency, causing distress, and inconvenience to C.

The Ombudsman required SP to provide a goodwill payment to compensate for the cost of telephone calls and letters and for the distress and inconvenience. The Ombudsman also required SP to ensure that the account was closed and the balance cleared and to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

5.2

C agreed to an upgrade of a mobile phone account and it was made clear that once processed the contract would be binding. C later complained that the contract was not the one asked for. Recording of the sales conversations confirmed that this was not the case and that C had been given everything asked for when calling. It was found that there was poor customer service issues in that an address to write was not provided when asked for and one letter was not responded to.

SP was required to provide a small goodwill gesture in respect of poor customer service and confirm the outstanding balance on the account.

5.3

C entered into a mobile phone contract at SP's shop. C then tried to cancel the contract within seven days but SP refused to accept cancellation. C stated they had not been informed of the cancellation policy. C telephoned and sent letters to SP but SP maintained its position. C had not used the phone and complained to Otelco.

The Ombudsman accepted that SP did not have any legal requirement to provide a cancellation period, but the advisor had added to C's belief that C could not cancel, as C was outside the seven day period. However, C had cancelled within seven days. The Ombudsman required SP to accept cancellation of the contract, without penalty on this occasion, as a gesture of goodwill and to credit the balance on the account.

5.4

C was moving house and requested disconnection of the account, yet this was not actioned by SP and resulted in C being chased for payment and further payments being

taken from C's bank account, erroneously. C complained to SP on several occasions and although at one point SP agreed to clear the outstanding balance and provide C with a refund, no refund was provided, and SP did not confirm the balance as clear, until some time later.

For investigation, SP acknowledged its failure to disconnect the account as requested and also acknowledged it had taken payments from C's bank account as a result, which should be refunded. The investigation welcomed SP's admissions but it was also clear that C had received several shortfalls in customer service from SP and therefore, it was proposed for SP to confirm the closure of the account with a zero balance, provide C with a total payment that included both a refund and a goodwill payment, provide C with an apology, ensure C received no more demands for payment and also confirm C's credit status had not been affected as a result.

5.5

C cancelled account with SP but continued to receive bills. Despite writing to SP about this matter and being assured it would be resolved C continued to receive bills. SP apologised and stated the problem was due to a system error. SP offered an apology and a goodwill payment. The Ombudsman required C to provide an apology and increase the goodwill payment.

5.6

C asked SP to cancel the account. SP promised to provide a credit and goodwill payment, but this was not sent to C via cheque. SP apologised for the delay and agreed to send C the cheque. The Ombudsman noted that SP did not take ownership of C's complaint. SP was required to provide C an increased goodwill payment and an apology for poor service.

5.7

C contacted the SP to advise that a relative had died and that the account should be closed. However, C later complained when the SP failed to close the account, although it was apparent that this was due to a systems error. C then complained by telephone and in writing about the situation, also highlighted that the SP had failed to apply a promised discount offered.

It was concluded that the SP had failed to provide an adequate level of customer service despite the systems error occurring. However, in resolution the SP made a number of proposed offers that appeared satisfactory in consideration of the problems experienced by C. The SP was subsequently required to send a letter of apology, provide C with a final bill, ensuring the credit showing was refunded, in addition to a proposed gesture of goodwill being maintained.

5.8

C asked SP to cancel C's landline telephone contract. SP said this would be done within 24 hours. C complained that C failed to cancel the account until several days later. SP accepted there was a delay, but not as long as C stated. C complained to SP. SP failed to respond to C's letters.

The Ombudsman accepted that SP had cancelled the account on the date it stated. However, it was identified that this was still a delay. This caused concern to C, who was moving home and worried that C would be charged for calls made by the new occupants. It was also decided that SP's failure to respond to C's complaint letters constituted poor customer service. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience and anxiety C had been caused by SP's failure to cancel the account when it said it would.

8.0 Customer Service

8.1

C signed up for mobile services with SP and paid a deposit for three handsets. C did not receive the handsets and contacted SP to complain. On receipt of the handsets C contacted SP to request the porting of mobile phone numbers to the new handsets, but the PACs C provided were due to expire and SP asked C to obtain new ones. C did this and SP ported the numbers. However, C complained that network coverage was poor and that the signal strength was inadequate. SP checked this with the network provider and informed C there was coverage in C's area. C also experienced problems with the voice mail facility on the handsets. C contacted SP and requested cancellation of all the accounts. SP agreed to do this, but considered C was liable for payment of an early termination fee, which C disputed. C paid for call charges, but refused to pay for line rental and SP continued to pursue C for payment of the outstanding balance.

The Ombudsman was satisfied that SP had provided the agreed goods and services, but acknowledged that C had experienced delays regarding receipt of the handset and activation of the service. However, it was noted that SP had applied a credit to all three accounts in respect of this. The Ombudsman was unable to comment on the issue of network coverage as it is not within Otelo's terms of reference. It was considered SP had responded to all of C's correspondence and had failed to provide promised call backs. C was considered to be responsible for payment of the outstanding balance. SP was required to send a letter of apology and apply a credit as a gesture of goodwill.

8.2

C asked SP to provide certain information. Due to certain delays SP provided C a goodwill payment. C complained that SP did not provide C the required information. SP later refused to provide this information due to a Commercial Decision undertaken by SP. The Ombudsman considered the goodwill credit already applied was more than

reasonable and required no further action in this matter as SP could not be forced to provide the required information by C due to a Commercial Decision.

8.3

SP acquired C's account in a take over and notified all its new customers accordingly of its terms and conditions and charges. C complains of not receiving this notifications and then being charged for not having a direct debit instruction set up. SP cannot assume responsibility for the postal service and confirmed the address details used were correct. The Ombudsman considers this an unfortunate incident however requires no further action.

C complains SP failed to answer several letters of complaint. SP has no record of the letters concerned and will not accept responsibility for lost post. The outstanding balance was passed for recovery action SP confirmed no further action would be taken. In summary the Ombudsman requires SP to recall the account from the Debt Collection Agency and issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

8.4

C complained that SP suspended a service needlessly on two occasions. C complained in writing but SP failed to respond for many weeks. SP investigated the complaint and acknowledged that there had been errors and that C had experienced poor customer service.

The Ombudsman concurred with SP's findings for C and required an apology and goodwill payment.

8.5

C says SP promised to send a letter of apology and provide a call back in respect of a complaint regarding mobile phone insurance. C did not receive a written apology and was subsequently told by an advisor that an apology had never been promised. C was unhappy SP would not provide details of the outcome of its internal disciplinary procedure or investigation into misselling of insurance.

The Ombudsman considered that C may have received some conflicting information regarding whether or not an apology had been promised. He also concluded SP had failed to respond to all of C's correspondence and may not have called C back when it had indicated it would do so. The Ombudsman required SP to send a letter of apology and provide a small payment as a gesture of goodwill in respect of the customer service issues identified.

10.0 Directory Listing

10.1

C was a small business and transferred telephone services to SP. C complained that the number was not listed in the Phone Book and requested compensation for business loss. SP advised that the business listing transferred automatically and any other listings would require a special order and provided the forms for a residential listing. The Phone Book confirmed that the only place C's number was not listed was in the Phone Book itself and apologised for this omission. C complained to Otelo.

The Ombudsman considered that SP had provided the services it had contracted for and that a claim for business loss was not warranted. The Ombudsman therefore did not require SP to take any further action.

11.0 Disconnection

11.1

C was moving house, but SP cancelled C's services prior to the move date. C asked SP to transfer broadband and CPS services to the new address, but SP failed to activate the CPS. C complained and SP applied credits for loss of service and call charges C had incurred. However, C disputed charges for broadband. C also requested cancellation of the contract but considered SP refused to provide a MAC and left a marker on the line.

The Ombudsman acknowledged the shortfall in customer service C had experienced in respect of the early cease of services at the old address and the failure to transfer the CPS service to the new address. However, the ombudsman considered C had received broadband and was not due any further refunds. It was noted that as the broadband service had ceased, SP was unable to provide a MAC. SP removed the marker within seven working days and the Ombudsman did not consider that there had been a shortfall in customer care.

SP was required to provide a small payment as a gesture of goodwill, and reissue an earlier refund cheque if C had not cashed the first one.

12.0 Disputed Charges

12.1

SP provided C with a landline and broadband account. C experienced connection problems with the broadband account and despite attempts to rectify, these failed and so C cancelled the services. C received an invoice for charges but refused to pay these

and sent a cheque for line rental and call charges. SP applied this to the broadband account. C then received a bill for further charges including some for after the disconnection. C wrote to SP on several occasions. SP confirmed the error and refunded some charges. It also sent a letter confirming that it would refund all broadband charges incurred. SP applied a credit to the landline for the charging error and cleared the remaining charges on the broadband account. C continued to receive debt collection letters for an amount outstanding on the landline account. C then received Solicitors letters and complained to the Ombudsman.

On review of the supporting documents the Ombudsman considered that SP had failed to honour its letter confirming it would refund all broadband charges and that it had applied C's payment to the wrong account. SP had correctly cleared the charges made in error and the broadband account. SP was to transfer the payment to the landline account and refund any credit remaining, stop the debt collection proceedings and ensure that C's credit history had not suffered adversely. It was to review the broadband account and credit all charges raised not previously credited by it. SP was to apologise and make a goodwill payment in recognition of the time, inconvenience and expense incurred by C.

12.2

C disputed his final balance after closing the broadband and telephone accounts. C did not dispute the telephone account but refused to pay the balance until the broadband account had been resolved. SP applied credit to the broadband account and required payment of the telephone account, referring the account to a debt collection agency. C considered that a refund was due and complained to Otelo.

The Ombudsman considered that SP had applied the appropriate credits to the broadband account and that C was liable for the balance on the telephone account. However, the Ombudsman considered that SP had failed to clearly explain to C how the credits had been applied which led to confusion over the balance. The Ombudsman required SP to provide a further goodwill credit to compensate C for the poor customer service.

C was also concerned that C's credit history would be adversely affected. The Ombudsman considered that the telephone bill was not in dispute but had not been paid and was unable to require SP to amend C's credit rating.

12.3

C complained that SP had charged them incorrectly and was slow in amending an account, such that additional charges resulted. SP stated the charges were applied on a new account before it had received C's instructions by letter.

The Ombudsman considered this was reasonable, but there had also been a shortfall in customer service for C, for which an apology and goodwill credit were required.

12.4

C incurred high charges and believed their sim card had been cloned. The Supplier stated that there was no conclusive evidence to suggest the sim card had been cloned. The Supplier stated the charges related to Premium Rate text messaging services instigated by C.

The Ombudsman was satisfied that the disputed charges related to a text message service and not a cloned sim card. The Ombudsman considered that the Supplier had provided C with a reasonable level of customer service. The Ombudsman required no further action to be taken by the Supplier.

12.5

C complained that the details for a contract were not as it was sold by SP's representative. C complained that the contract did not include charges that were later applied or that they were to be held in a minimum period. SP investigated the complaint, but could find no reason to cancel the contract. SP did offer to reduce C's tariff.

The Ombudsman concurred with SP, specifically as the contract did not appear to be unfair and bore C's signature. C had also admitted that it was not read before signing. SP was required to verify this offer in writing.

12.6

C contacted SP as charges were incurred for services not received. SP stated that all charges were raised correctly, but offered a goodwill gesture credit.

It was concluded that as C had been charged for a service not received, C was due a full refund. In view of C's overall experiences, SP was required to clear the remaining debt and to clear the remaining outstanding balance on the account in full as a goodwill gesture, confirm that the account is closed with a nil balance, ensure that no adverse data has been sent to any credit reference agency regarding this episode and send a letter of apology.

12.7

C complained that after a theft SP maintained disputed charges. SP could find no reason to waive the charges as C had delayed in reporting the matter to it. However, after investigating C's complaint, SP offered a goodwill gesture that would reduce the arrears that had accrued.

The Ombudsman considered SP had acted within its Terms and Conditions and that the goodwill gesture offered was generous. C was recommended to accept this. SP was recommended to instigate a repayment plan for the arrears if C requested one.

12.8

C cancelled an account with SP that did not cancel properly leading to confusion as further charges were collected. As there was a problem with C's Direct Debit details SP later received the correct details and the Direct Debit became active again. C thought that SP had reinstated that Direct Debit improperly. It was found that SP would not be able to do this and that C should check this with his bank. It was considered poor customer service that SP had failed to cancel this account properly.

SP was required to account to C for all charges collected since the account was cancelled, refund all charges collected since the cancellation and provide a goodwill gesture in respect of the poor customer service experienced.

All monies were to be provided in the form of a cheque.

12.9

C had a "billing shock" when C received itemised billing showing a Premium Rate Service (PRS) call which C had no knowledge of. C disputed the charges applied for this call. SP maintained that the call had been made and the charge correctly rose. C complained to the Ombudsman.

The Ombudsman noted that C's billing contained charges for a large number of calls to other numbers that C did not dispute. The itemised billing did not show any unusual activity and SP had investigated the call and was satisfied that no fault had occurred and it had been correctly raised.

The Ombudsman was satisfied that the call charge was valid and as the account holder, that C was responsible for it whether the call had been made with or without C's knowledge or consent. The Ombudsman concluded that SP need not take any further action.

12.10

C ordered a package of services from SP which included a broadband service. Whilst SP provisioned some of the services the order for the broadband service was rejected due to the length of C's line. C used a dial-up internet connection which incurred charges whilst C was waiting for the order to be processed and C wanted the dial-up charges to be met or withdrawn by SP. SP refused to do this, but did offer to make a goodwill gesture to C for some of the costs. C declined this offer.

The Ombudsman decided that SP had no obligation to meet or withdraw any dial-up charges C had incurred. The failure of the order was outside of SP's control and the terms and conditions of the agreement absolved SP from any responsibility for matters outside of its control. The charges were valid and C was responsible for them. However, the Ombudsman felt that having made an offer it was appropriate for SP to renew it as C may wish to reconsider it in the light of her investigation.

The Ombudsman also noted that there had been a delay on the part of SP informing C that the order had been rejected and this amounted to a shortfall in customer service. The Ombudsman decided that it was appropriate for SP to make a further small goodwill gesture to C in recognition of this failure.

12.11

C asked for a number change and specified requirements for the number to be ex-directory and suppressed when making outward bound calls. SP changed the number but did not meet C's requirements. C complained about this and SP promised to credit the account with the cost of the number change. The credit did not appear on C's next billing so C merely paid SP for part of the billing and sent a letter of complaint. SP did not act on the letter of complaint and continued to send C billing which went unpaid. SP then commenced debt recovery action and C complained to the Ombudsman.

The Ombudsman commented that had SP responded to C's letters of complaints and investigated C's dispute, then the matter may not have progressed to the level it did. C concluded that there had been a shortfall in customer service but commented that C could see no reason why C did not meet charges which C did not dispute.

The Ombudsman directed SP to make a goodwill gesture to C for the shortfall in customer service and to ensure that any credit reference rating default was updated once C had met valid outstanding charges to show that the entry came about as a result of a dispute which had been settled and to confirm this in writing to C.

12.12

C transferred from SP and disputed the bill received which showed charges for calls made while the telephone line had been faulty. SP did not respond to C's complaint and C received further bills which also included line rental. C complained again but each month received bills of differing amounts which were disputed. C wrote to complain but did not receive a reply and complained to Otelo.

The Ombudsman considered that there had been shortfalls in the customer service provided by SP. It had failed to respond to C's complaint and had issued incorrect bills. The Ombudsman required SP to provide a goodwill credit for the outstanding balance to compensate C for the shortfall in customer service.

12.13

C said had fault on line which meant that calls on bills were for another customer. SP said it had investigated but found no conclusive evidence to suggest that C was being charged for another customer's calls. SP offered 50% of the disputed calls but C declined the offer.

The Ombudsman said that with no conclusive evidence that there was a fault with C's service then the proposed 50% off the disputed calls was viewed as a reasonable

response. SP to credit the remaining balance with 50% of the calls and send C a letter to confirm. C then urged to make payment to SP.

12.14

C complained to the Supplier as they had been charged for dial up internet after upgrading to broadband. The Supplier said that the services were separate and it was the customer's responsibility to request cancellation. However, the Supplier agreed to refund the overpayments but there was a long delay before this was done. C experienced a poor level of customer service.

The Ombudsman was satisfied that the Supplier had arranged the refund for C but considered that a clear shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

12.15

C had an agreement with SP for an anytime telephone package. Following a change of telephone number C began to be charged for all the calls and did not receive the agreed package discounts. SP was notified and C was advised that the account would be credited with any over payments. C's account continued to be charged. C then decided to move a broadband account to SP but there were difficulties with the set up of this surrounding an incorrect MAC code. C made several attempts for this to be connected and SP made a goodwill credit on the account in recognition of this failure. C stated that there were continued problems with the billing on the account and then cancelled the accounts altogether and moved to a new provider. SP agreed that there had been over charging on the account and made credits on the account. It wrote a letter of apology.

The Ombudsman considered that there had been a delay in crediting the account with the recharges and acknowledged that it had over charged C. It was to recalculate the bills and ensure that a final bill was sent to C. Debt collection was to be stopped and C, who was responsible for the remaining call charges, was to be offered a payment plan. SP was to confirm that C's credit history had not suffered adversely and a goodwill payment was to be made in recognition of the time, inconvenience and expense incurred by C.

12.16

C claimed to have been advised about the call charges to a certain location as C assumed call charges to this location would be free. SP stated calls to this location were not free and were mentioned in its literature and terms and conditions. SP refused to waive the disputed charges. The Ombudsman found C may not have been given the correct advice when C complained to SP about the matter as the charges to the disputed location continued. Furthermore, as the charges were backdated 90 days later C received a high bill later. Although SP's terms and conditions along with literature made the charges clear the Ombudsman considered C had not been fully advised. The

Ombudsman required SP to apply a credit to C's account as a goodwill gesture. C was expected to pay SP the remainder of the charges.

12.17

C made a payment late and SP suspended C's services. When C's services were suspended they continued to incur service charges and C complained to SP. SP stated that this was outlined in its Terms and Conditions. C continued to fail to make payments and the account was disconnected.

The Ombudsman considered that SP had acted in line with its Terms and Conditions. The Ombudsman did not require SP to take any further action.

12.18

C experienced problems setting up a broadband connection. SP agreed to cancel C's contract without penalty and credit the account in respect of any broadband charges incurred. C's line rental and call services were transferred to another provider, but C disputed the charges due to the problems experienced with broadband. SP considered there had been no issues with the provision of line rental and calls and maintained C was responsible for payment. The debt was passed to a debt collection agency. C also complained SP had left a tag on the line, stopping migration to another ISP.

The Ombudsman acknowledged C may have experienced problems with broadband but was satisfied SP had credited all charges and considered this to be reasonable. C concluded C was liable for payment of line rental and call charges. However, it was noted that SP may have left a marker on the line, affecting C's migration to another provider and that this may have been indicative of a shortfall in customer care.

SP was required to confirm the outstanding balance on the account, confirm the marker had been removed from the line and apply a small credit as a gesture of goodwill in respect of the customer service issues.

14.0 Faults (Equipment)

14.1

C contacted SP as a TV service received was faulty. C added that delays incurred with SP initially addressing the fault and after doping so the fault continues. C stated that a poor reply was received after contact was made and no reply to letters sent. SP accepted that the level of service was poor but considered that the fault had been rectified.

It was concluded that C had experienced service shortfalls with regards to technical faults with the TV service, delays in SP addressing the problem, further delays after being scheduled for work and a poor level of service overall.

In full consideration of the facts and issues surrounding C's complaint against SP SP was required to contact C directly and arrange an agreeable time and date for an engineer supervisor/manager to visit the premises to discuss the ongoing problems and rectify any work considered dangerous, offer a goodwill gesture payment, by cheque for the overall poor experiences to date and send a letter of apology.

15.0 Faults (Line)

15.1

C contacted SP as a loss of telephony service had been encountered. C added that a poor level of service was experienced when contacting SP to resolve the issue. SP accepted the loss of service and offered a goodwill credit.

It was concluded that C has experienced service shortfalls with regards to loss of service, incorrect advice being given and a standard of service not normally expected. C also did not receive an appropriate reply to contacts made or correspondence.

In full consideration of the facts and issues surrounding C's complaint against SP

SP should offer C a goodwill gesture payment, which covers the payment already paid, expenses and additional goodwill for the service shortfalls confirm that the account is closed with a nil balance, ensure that no adverse data has been sent to any credit reference agencies as a result of this episode and send a letter of apology.

15.2

C transferred line and calls to SP but was without service for eight days. C also had no access to online account. C complained to SP and sent letters but received no response. SP said that a system error caused a delay in the line activating. SP apologised for any inconvenience caused to C.

The Ombudsman said that it is was evident that C had experienced some service shortfalls from SP. Sp to award a nominal goodwill payment and send a letter of apology.

15.3

C reported a fault to the Supplier. The Supplier advised the fault was with the exchange but there was a long delay in fixing the fault. Due to the delay C cancelled their account and transferred providers. The Supplier said that the cause of the fault was not

discovered as C had cancelled. The Supplier agreed to clear C's outstanding balance as a gesture of goodwill but C was then chased for payment by a collections agency. The Supplier said that a system error had occurred which meant C continued to incur charges C experienced a poor level of customer service.

The Ombudsman required the Supplier to clear C's outstanding account balance as agreed. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

15.4

C had a fault with their line but there was a long delay before it was fixed. Sp said there was a high demand for engineers and this caused the delay. C was unhappy with how there fault was managed. C received credit from SP for the time they were without their phone line. C experienced a poor level of customer service.

The Ombudsman recommended that SP reviewed its fault escalation process to ensure that similar situations would be avoided in the future. SP was required to make a goodwill payment for the shortfall in customer service that had occurred and write a letter of apology.

15.5

C experienced a broadband and landline fault following an upgrade in the exchange. The Supplier confirmed that the upgrade had caused the fault and this had not been resolved. C had employed a computer engineer to help resolve the fault and wanted the Supplier to cover the cost. The Supplier refused this and maintained a computer engineer was not required and this was C's own decision. The Supplier made a compensation offer to C which C declined.

The Ombudsman considered that it was without doubt the exchange upgrade had caused C's fault. However, the Ombudsman did not require the Supplier to cover C's engineer costs. The Ombudsman found the Supplier's compensation offer to be reasonable and it was required to fulfill this offer.

15.6

C brought several complaints to SP about service, loss of service, lack of action and also poor customer service. In addition, C also raised issues that were commercial decisions are therefore outside of the Ombudsman's remit for investigation. C had telephone and broadband services from SP and complained to SP about an intermittent noise on the line that was affecting both.

It transpired that following several reported faults, SP took action to resolve the matter by replacing the equipment on C's line on a number of occasions. It was evident that the issue, although better, still occurred but it was considered that SP had taken reasonable actions in order to rectify the matter. It was also considered that it would be a

commercial decision for SP to take any further steps that may not be commercially viable for it. However, the investigation did find that SP had provided C with poor levels of customer service with its lack of response to the initial complaints and therefore it was proposed for SP to apply goodwill credits to C's account and also an apology.

15.7

C had line fault with SP due to local loop unbundling upgrade. C called Sp and sent letters without resolution. C then transferred service to another provider but continued to be billed by SP. C disputed this with SP but paid the outstanding balance under duress to the collection agency.

The Ombudsman said it was clear that C had received poor customer service from SP. SP caused the fault, failed to repair it in an acceptable time frame and also failed to respond to C. SP was required to remove the outstanding balance, refund C for the payment made, award a nominal goodwill payment and send C a letter of apology.

15.8

C's telephone line developed a fault. SP offered to divert C's calls to C's mobile phone. SP failed to do this. SP told C that the fault would be resolved within a certain time. It was not. C complained. SP ignored C's letters.

The Ombudsman was of the opinion that C had been caused inconvenience as a result of the customer service failings identified. To recognise this, SP was required to make a payment to C as a goodwill gesture.

19.0 Installation

19.1

C applied for broadband from SP. C was unable to connect and telephoned Technical Support on a number of occasions. SP failed to make promised call backs and failed to reply to C's letters of complaint. C was still unable to connect and asked for a refund of the charges. C complained to Otelo.

SP agreed to refund the broadband charges and to allow early termination without penalty if required. The Ombudsman considered that there had been some shortfall in the customer service and required a goodwill credit to compensate C for the distress and inconvenience.

19.2

C complained that a service installation for a neighbour, interrupted C's service. C complained but SP decided, as a commercial decision, that it would not change the set of circumstances that stopped C from using the service.

The Ombudsman accepted that this was a commercial decision, but requested that SP reconsider changing the hardware for C's service in order that it could be maintained. SP was also required to make an apology and provide a goodwill payment to C in recompense.

19.3

C complained that SP failed to provide a working service before they decided to cancel the contract. SP stated there were technical issues which it was unable to resolve. It allowed C to transfer away, without applying a penalty fee. It also apologised for the lack of call backs. C also complained about the referral to debt collection agents. This was not addressed by SP at all.

The Ombudsman considered C had had poor customer service and required an apology that was to recognise the referral to debt collection agents. It was also required to provide a goodwill payment for the time C was unable to connect and ensure C's credit reference was not adversely affected.

19.4

C contacted SP to move line to new address. C not happy that SP could not provide service at new address. C sent letters to SP but remained dissatisfied. Sp said it had apologised to C for any misinformation given. SP confirmed it had removed the outstanding balance which C remained liable for as goodwill.

The Ombudsman said that C had received a shortfall in customer service from SP. However the removal of the outstanding balance was viewed as a reasonable award. SP required to send C a letter of apology.

22.0 Internet Connection

22.1

C received a broadband package but was unable to establish a connection. After all the diagnostic checks had been carried out over the telephone and a connection still could not be made, C asked the SP to arrange for the internal line and connection to be checked. After several months, this still had not been done and C still had no broadband connection. The SP agreed that it seemed that a fault inside C's home could be the problem. C wanted SP to arrange for an engineer to visit to check the domestic wiring and socket.

The Ombudsman required SP to arrange for an engineer to visit to check the domestic fixtures and to make a small goodwill payment for the delay.

22.2

C agreed to a broadband service with SP but could not get the service connected. SP accepted that the broadband service could not get connected and offered a goodwill gesture payment.

It was concluded that C has encountered an unreasonable delay in the attempted provision of the broadband service and a delay to letters sent. C may have also been incorrectly charged for the broadband service however this will be addressed when SP re-calculates C's account.

In full consideration of the facts and issues surrounding C's complaint against SP it is required to offer C a goodwill gesture credit, send a clear breakdown of the account to ensure that no charges have been raised and debited for the broadband service. Any charges found should be credit to C's account and send a written apology.

22.3

C contacted SP after the broadband service signed up for did not provision. C added that a poor reply was received from SP when complaining to the company. SP accepted that an error was made in the processing of the broadband service and offered a fee free cancellation.

It was concluded that C was inconvenienced because of the incorrect provision of the broadband service and the delay incurred. C was also not shown a level of service normally expected. These were clear service shortfalls. In full consideration of the facts and issues surrounding C's complaint against SP it was required to maintain its offer of a fee free cancellation, offer a goodwill gesture payment, which includes the promised credit for the overall experiences to date and send a letter of apology.

24.0 Mis-selling

24.1

C complained that SP had mis-sold a contract and applied a termination fee, when cancellation was requested. SP investigated and refuted the complaint, maintaining that the contract was valid. However, it later offered to cancel the penalty fee.

The Ombudsman considered C had a valid agreement, but was not given sufficient opportunity to cancel it within a cooling off period. The later offer by SP was considered appropriate and a requirement was made of SP to fully terminate C services, if it had not already done so, without a penalty. It was also required to confirm this in writing.

24.2

C agreed to SP's broadband service on the basis that SP would be able to provide this to C free of charge, as it was advertising. On this basis, C agreed to SP's other services (which was a requirement) but then found that SP was unable to provide its broadband service free of charge. C complained to SP about this and the incorrect information C had received initially, but C only received a response several months later, which C was not happy with.

The investigation found it was a commercial decision that SP was unable to provide C with its free broadband service. However, it was also considered, on the balance of the information provided, that C may have been provided with mis-information at the point of sale. In addition, it was also clear that C had received poor levels of customer service through the complaint. Therefore, it was proposed for SP to provide C with a goodwill payment and apology to reflect this.

28.0 Payments

28.1

C complained to the SP about a number of charging errors on the account. This was acknowledged by the SP without the necessary corrective action is taken. C then brought this matter to the Ombudsman, with the SP appearing to resolve the charging issues shortly afterwards. The SP then advised that as all issues have been resolved, no further award would be appropriate.

After reviewing all information it was concluded that C had failed to receive an adequate level of customer service, and that a further goodwill credit should be made. The SP was also required to send a letter of apology, provide written confirmation of all charges/payments/credits applied and clarify the current package/costs involved.

32.0 Refunds

32.1

C moved property and received a final bill from the SP advising of a credit balance. The SP advised that a full refund would be received, but despite a number of telephone calls and letters being sent, this failed to be received. On review the SP acknowledged errors had been made, but proposed that a full refund should be made, in addition to a further goodwill credit in consideration of the delays and some postage costs.

In resolution the SP was required to maintain its offers and to send a letter of apology.

32.2

C ordered television services from SP. C paid the installation fee and returned the signed relevant forms. SP did not receive the form and after waiting for one month C cancelled the installation and requested a refund of the installation fee which SP agreed to send. C telephoned and wrote to SP to ask for the refund but still did not receive it. C complained to Otelco.

SP advised that it had not received a complaint from C and that a cheque refund had already been raised. The Ombudsman had no reason to doubt that SP had received the letter from C which had been sent by recorded delivery. The Ombudsman considered that SP had not processed the refund as C was still receiving bills from SP showing the account credit. The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP and required it to refund the installation fee plus a goodwill gesture to compensate for the poor customer service.

32.3

C complained to the SP about its failure to provide a refund showing on an old account. Despite many assurances the refund wasn't made, and C made numerous complaints by telephone and in writing. C complained that these failed to receive a response. On review the SP advised that the refund could not be made as the credit related to advance discounts offers C wasn't entitled to.

It was concluded from the information provided that C wasn't entitled to a refund, but it was concerning that C had consistently received incorrect advice from the SP's advisors. Therefore as C had also incurred some avoidable telephone costs trying to resolve this matter, a goodwill credit was considered appropriate in full consideration of all information.

The SP was required to send a letter of apology, explain in writing why the credit balance was not refundable, and make a goodwill credit to the new account.

34.0 Service Transfer

34.1

C complained that SP incorrectly charged them for a service that was not available and then failed to address their complaint letter. SP investigated this and found the complaint letter had been misplaced. When it was located, a response was sent with an acceptance of the proposals from C. This included cancelling a small charge when C's service was not available. SP considered the matter resolved.

The Ombudsman concurred with SP, but also required an apology for a shortfall in customer service for C.

34.2

C complained that an account was set up and billed by SP without C's knowledge or agreement. SP investigated and admitted that an account had been set up with a delay in its cancellation being completed, which resulted in charges and bills. SP offered to waive the charges and pay a goodwill gesture.

The Ombudsman considered C had experienced very poor customer service, for which the suggestions of SP were required to be completed along with an additional goodwill payment, apology and assurance in writing that C's credit reference had been unaffected.

35.0 Stolen/Lost

35.1

A third party on behalf of C claimed that the mobile phone sold by the retail store was to a vulnerable person with learning difficulties. As a result C incurred high charges on the account. SP advised that the retail store did not know C had learning difficulties as a driving license and a utility bill was provided as ID. The Ombudsman was of the opinion that the contract should not have been formed if the store suspected C as a vulnerable person. In the absence of how C may have been perceived by the store the Ombudsman required SP to reduce the overall outstanding balance by applying a credit. Nevertheless, C was expected to pay SP the outstanding balance on the account.

35.2

C reported the loss of a SIM card to the SP but only after a considerable delay. During this time a large amount of call charges were incurred, with the call data being delayed due to the loss occurring whilst C was abroad. C disputed the charges involved, but the SP highlighted that it could not be held responsible in line with its Terms and Conditions. C continued to dispute this matter and brought a complaint to the Ombudsman.

It was concluded that the SP had correctly applied its Terms and Conditions, and it was welcomed that it had made a goodwill credit to the account as it was under no obligation to do so. As C also failed to report this matter at their earliest opportunity, it was concluded that C should remain responsible for the disputed charges and that no further action should be required to be taken by the SP.

36.0 Tariffs

36.1

C contacted SP about a number of issues C had with a cash back offer, a change in tariff, a recalculation of a bill and the length of the contract. C received email acknowledgements from SP saying that C would receive a detailed response as quickly as possible. This did not happen and C had to make numerous calls to SP. C was still not provided with the information C wanted so C complained to the Ombudsman.

The Ombudsman could not find sufficient evidence to show that C had agreed to the length of the contract SP said had been agreed. The Ombudsman also noted from billing that C had supplied, C had been charged a wrong tariff. The Ombudsman came to the conclusion that C should be allowed to cancel the contract within a term C had said had been agreed, C's bills should be recalculated and overpayments should be refunded. The Ombudsman also found that there were shortfalls in customer service and C directed SP to send C a letter of apology and make a small goodwill gesture to redress the expense and inconvenience caused by this.