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2.0 Billing

2.1

C transferred to an alternative telephone service provider, but continued to receive bills from SP. C complained to SP, but the Ombudsman was advised to pay the outstanding amount, even though it was more than C owed. C was promised a refund by SP, but this was not received.

The Ombudsman concluded that SP was required to send C a refund, ensure the account was cleared to zero and closed, send C a goodwill payment and a letter of apology.

2.2

C moved house and asked SP to transfer the broadband and telephone services. SP was unable to provide broadband but continued to bill C and take Direct Debit payments. There was also a delay in providing the telephone service due to construction and installation problems. SP provided a call divert facility while the construction was carried out. After waiting two months C cancelled but continued to receive bills for line rental. C complained by letter and email. SP cleared the account balances and offered a goodwill payment which C refused. C complained to Otelco.

The Ombudsman considered that SP had failed to process the cancellation resulting in C receiving bills and demands for payment. The Ombudsman required SP to refund the overpayments for the broadband account and to provide a goodwill payment to compensate for the shortfall in customer service. The Ombudsman also required SP to send written confirmation that the accounts were closed and the balances cleared with no adverse credit history.

2.3

C said had agreed to three months half price rental with SP. However as C did not receive bills C was unable to apply for this refund. C continued not to receive bills and called SP to obtain copies. These were never received and so consequently C cancelled the direct debit payment. C sent a letter to SP but received no response. SP proposed to refund C with the half price rental offered and also to remove all charges incurred after C stop using the service.

After review of the evidence provided the Ombudsman concluded that SP's offer was reasonable. SP required to remove all charges after the service was used and to credit the remaining balance with the half price rental offer refund. SP to send C a letter of apology and confirmation of what the remaining balance was.

2.4

C had a fault with the interactive features of the television service and reported the problem to SP. SP failed to resolve the problem for several months and this led to C having to chase SP over the telephone and by letter. C also raised a query about billing. C complained to SP, but it failed to deal adequately with C's queries and complaint.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to review C's account, apply credits for any overcharging, and send C a written explanation about some credits already applied to the account and a letter of apology.

2.5

C purchased a data card from SP and selected the unlimited usage tariff. SP placed C on a lower tariff and C complained. SP advised that the lower tariff would be sufficient for C and C accepted SP's advice. C received a huge bill and complained. SP advised C to stop the automatic updates and assured C that this would sort out the problem. C did this but the next bill was even higher. C complained. SP maintained the charges and C complained to Otelo.

The Ombudsman considered that C had requested the unlimited usage tariff and had replied on SP's advice in remaining on the lower tariff. C was also given incorrect advice regarding charges for downloading automatic updates. The Ombudsman was concerned that there was no system in place to prevent customers exceeding any limit in downloading information and that the usage monitor provided to C was inaccurate. The Ombudsman therefore required SP to recalculate C's bill on the unlimited usage tariff and to credit the early termination fee it had applied to the account.

3.0 Broadband

3.1

C ordered broadband from SP. There was a delay in its provision. Eventually the broadband was activated but C did not have the starter CD. C also had a fault with the telephone service which took five days to repair. C telephoned and wrote to complain and requested compensation. C did not receive a reply. C complained to Otelo.

The Ombudsman considered that there had been shortfalls in the customer service provided by SP and required a goodwill credit to be placed on C's account as compensation for the poor customer service.

3.2

C requested to cancel their broadband service with the Supplier but says this was not done. The Supplier said that it had provided two migration codes that C had not used. The Supplier said it could disconnect the account without a migration occurring but this would take longer. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had issued the migration codes in an appropriate manner but a shortfall in customer service had still occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology. The Supplier was also required to contact C to see if they would prefer a further migration code or for the account to be disconnected.

3.3

C took a package with SP which was to include a free broadband service. The broadband service could not be enjoyed as SP never supplied a welcome pack which was to include the modem. There were also numerous other customer service issues identified such as SP's failure to inform C that a Migration Authority Code had expired and when it was re-provided to warn C that the Migration Authority Code only has a limited lifetime which could mean that it had expired. SP also failed to answer correspondence.

SP was required to provide a letter of apology and a welcome pack, refund 50% of the charges paid and any connection fee and provide a goodwill gesture.

3.4

C subscribed to SP's broadband service. C could not use the service. C contacted SP on a number of occasions, and was given various excuses as to why there was a problem. SP never resolved the problem. It did however apply a credit to C's account as a goodwill gesture to recognise the inconvenience C had been caused.

The Ombudsman was of the opinion that the amount SP had credited to C's account satisfactorily recognised the inconvenience C had been caused as a result of the delays in the provision of broadband. SP was required to either resolve the problems within 28 days, or to cancel the agreement.

3.5

C registered for a landline and broadband services. C was unable to connect to broadband and SP identified that C's modem was faulty. It agreed to send a new modem, but failed to do so. C contacted SP several times to complain but did not receive a response. C requested cancellation of the contract, and transferred to a new provider, but SP continued to send bills.

SP's failure to resolve C's broadband problems, issue a new modem and reply to C's letters was considered to be reflective of poor customer care. The delay in disconnecting C's account was also noted. SP was required to provide a refund of the call charges C incurred trying to resolve the complaint, apply a credit as a gesture of

goodwill in respect of the customer service issues, send a letter of apology and confirm if it had placed any adverse information on C's credit file.

3.6

C agreed to an upgraded broadband and call package, which SP failed to provide. C also complained about billing issues and sent SP emails and a letter of complaint.

The Ombudsman accepted that there had been some poor customer service in this case and required SP to provide C with a goodwill credit and a letter of apology. SP was also required to ensure that C was receiving the fastest possible broadband speed and that the new package was provided for the correct amount.

3.7

C signed up for SP's broadband service. C experienced problems connecting. C therefore asked SP to cancel the account. C stated that SP failed to do this. SP stated that it had not been given sufficient opportunity to resolve the problems. Nevertheless it had given C a Migration Authorisation Code to allow C to transfer to another provider, and C had failed to use it.

SP's customer contact log notes seemed to show that C had only reported the problems C had experienced on one occasion, and on that occasion SP had given advice for C to try to help C connect. As there was not further record of C reporting the problem, the log notes did appear to indicate that SP had not been given a reasonable chance to resolve the problem. However, there was also evidence that the log notes were not a complete record of the occasions C had contacted SP. In consequence, the Ombudsman decided to accept C's version of events. It was accepted that SP had provided a MAC to C, but C had wanted to cancel the service, not transfer it, so the Ombudsman decided that SP had not followed C's instructions. SP was required to cancel the contract without penalty, refund all payments C had made and to make a further payment to C as a gesture of goodwill to recognise the inconvenience experienced.

3.8

C agreed to transfer line and broadband to SP. Five months later C still had no broadband service. C sent a letter to SP and made numerous calls but received no response and no broadband service. C requested cancellation without penalty and a refund of rental paid to SP and old SP. SP said that the broadband order initially failed due to an incompatible product on the line. SP then admitted that the broadband order was not progressed. SP advised that the account had been cancelled without penalty.

The Ombudsman said that C had received poor customer service from SP. SP failed to provide a broadband service and failed to respond to C's complaint. The Ombudsman however could find no evidence of overcharging and advised C to contact previous provider if C had been charged for a call package fee. The Ombudsman required SP to award a nominal goodwill payment and to send C a letter of apology.

3.9

C encountered problems with the broadband service and contacted SP to complain. SP accepted a connection problem and offered to close the account and remove the remaining outstanding balance.

It was concluded that C has not received a concurrent broadband service and this was probably due to the distance C lives from the local exchange. C also did not receive a level of service normally expected from SP in attempting to resolve the complaint nor was C's account disconnected upon request.

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

SP was required to refund all broadband charges taken to date, confirm that the account is closed with a nil balance, to ensure that any marker is removed from the line to ensure that C is able to contact alternative supplier for a broadband service and send a letter of apology

3.10

C subscribed to broadband and telephone services with the Supplier. Although C was connected to the Supplier's telephone service there was a delay in providing voicemail and broadband. The Supplier stated that C's order had been cancelled in error. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier had taken inappropriate action and it was without doubt that C had experienced a shortfall in customer service. The Supplier was required to provision broadband and voicemail. The Supplier was also required to make a goodwill payment and write a letter of apology.

3.11

C complained that broadband with SP did not work. C requested cancellation without penalty. SP said that after troubleshooting with C it was determined that the problem was with C's computer and not the broadband service. C was informed on numerous occasions that the C remained liable for the 12 month broadband contract.

The Ombudsman examined the evidence provided and concluded that as the problem was with C's computer equipment then this was not a justifiable reason to cancel the service without penalty. The onus was on C to resolve the computer problem. The Ombudsman required no further action from SP and maintained that C remained liable to pay SP.

3.12

C registered with SP for landline and broadband services. C contacted SP to inform it of a move to a new address and C was advised to obtain a line with another SP for an interim period before the services could be provided at the new property. C did this, and landline services were reprovisioned. However, C remained without broadband. C contacted SP to complain, but the issue remained unresolved.

SP confirmed that C had failed to report any issues to it regarding broadband provision at the previous address. However, it acknowledged that due to a system error, it had been unable to provision broadband to C's new house and that C had received an unsatisfactory level of customer service.

The Ombudsman considered SP had been unaware of any problems C may have experienced with broadband at the first house. However, it was noted that C may have received incorrect information about the activation of broadband at the new address and that the service had not been provided. SP was required to send a letter of apology, apply a credit as a gesture of goodwill and explain the transfer process to C.

3.13

C ordered broadband but on receipt of the tariff information, considered the service had been mis-sold and cancelled before it was activated. C placed another order for a broadband, line rental and a call package. The landline service was activated, but C failed to receive broadband. C contacted SP, which confirmed the 'go live' dated but subsequently informed C that it had no record of a broadband order and C would need to place the order again. C was unhappy with this and requested a refund for the call package and dial-up internet charges incurred. C continued to receive bills from SP in respect of the first broadband order which had been cancelled.

SP confirmed C's first broadband account had now been cancelled and a credit applied equal to the charges incurred.

The Ombudsman was unable to identify when C's second broadband order had been placed. However, it was noted that C had received conflicting information about broadband provision and this was considered to be reflective of a shortfall in customer service. As C had not experienced any difficulties with the call package, a refund was not deemed appropriate. However, SP was required to apply a credit equal to 50% of the dial-up internet charges C had incurred, plus an additional credit in respect of the customer service issues identified as a gesture of goodwill. It was also required to send a letter of apology and provide C with the opportunity to be released from the contract without penalty.

3.14

C cancelled broadband service. SP actioned the cancellation request, but the account remained active and C continued to receive bills. C contacted SP several times and was assured the account was disconnected, but billing continued. C was subsequently advised that a cessation fee had been applied to the account, for which payment was required. C disputed this and wrote two letters of complaint, but failed to receive a reply.

SP confirmed that due to a system error, the account remained active and C incorrectly incurred charges after the cancellation date. It also stated that a cessation fee was incorrectly applied to the account.

The Ombudsman considered SP's failure to close the account, and the application of a cessation fee to be reflective of a shortfall in customer service. It was noted that SP had also failed to respond to C's letters. SP was required to send a letter of apology, provide a small payment as a gesture of goodwill, confirm in writing that the account had been closed with a zero balance and that C's credit rating had not been affected.

3.15

C said that MAC code from SP did not work. C attempted to migrate service for seven months without resolution. C sent letters to SP but received no response. SP said that the first MAC was not used and then due to system problems the account did not cancel. SP proposed to refund all rental and award a nominal goodwill payment in recognition of C's call costs.

The Ombudsman said it could not be known why the gaining SP said that the MAC code was invalid. The Ombudsman surmised that the problem could be due to the fact that both SP's have LLU equipment at the exchange. The Ombudsman required SP to provide a further MAC code to C. if this did not work then SP required to cancel the service. SP to also award a nominal goodwill payment to C.

3.16

C complained that SP failed to provide broadband for seven months. C gave SP three MAC codes but these did not work. C sent eight letters of complaint without response. C now wished to cancel without penalty. SP said that the MAC codes did not work. SP said that once the broadband marker was removed from the line then it would be able to activate its service.

The Ombudsman could not conclusively say why the MAC codes were rejected but surmised that this could have been a problem due to Local Loop Unbundling. The Ombudsman was concerned that the problem existed for seven months and that SP failed to resolve the problem. SP required to allow C to cancel without penalty. SP to award a goodwill payment to C.

3.17

C complained that SP had failed to provide broadband. C called SP numerous times and sent letters of complaint without response. C requested a MAC code but said that this had not been provided. SP said that due to the broadband orders being rejected the service was not provided. SP admitted that C had received poor customer service.

The Ombudsman said it was clear that C had received poor service from SP. SP required to award C with a nominal goodwill payment and send C a letter of apology.

3.18

C contacted SP with broadband connection problems. SP accepted the connection problems and offered a fee free cancellation and to clear the charges remaining on the account.

It was concluded that C has experienced broadband connection problems and a delay in SP providing a MAC. C had also not received a full reply to the correspondence. However, to address this, SP agreed to a fee free cancellation and to clear the charges raised on C's account.

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

SP was required to maintain its offer to apply a fee free cancellation, clear the full outstanding balance, offer a goodwill gesture payment, to cover C's expenses in contacting Pipex Homecall, ensure that no further invoices are sent and send a letter of apology for the service shortfalls.

3.19

C signed up for a broadband package but could not get the service connected. SP stated that C had an ADSL active on the account and this was the reason for the connection problems.

It was concluded that C had initial problems getting a connectable broadband service due to having an active ADSL service from another supplier at C's premises. It was found that SP should have advised C more thoroughly, at the point of sale and after C's contacts to the company and failed to do so. The emphasis by SP seemed to be to sign C up to the agreement regardless of what existing services C had active at that point. This was considered to be a service shortfall.

C had clearly made use of the telephony service and should normally pay for the call usage and monthly service charges. C was also not shown a level of service normally expected with regards to SP not replying to correspondence, sent via recorded delivery. This would have been the cause of some frustration to C and a clear service shortfall.

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

SP was required to clear C's outstanding balance to nil for the service shortfall experienced to date as a goodwill gesture, recall the debt from its debt collection agents, confirm in writing that the account is closed and send a letter of apology.

3.20

C requested cancellation with SP. Three months later the service has not been cancelled. C sent letters to SP but did not receive a response for three months. C requested cancellation and compensation for the inconvenience caused.

The Ombudsman said it was clear that C had received some service shortfalls as SP failed to cancel the account when requested. C requested to refund C and award a nominal goodwill payment.

3.21

C experienced an intermittent broadband service and contacted SP and received a poor reply. SP accepted that a service loss occurred but that it was rectified. SP accepted a poor reply to C's contacts.

It was concluded and accepted that SP has taken a commercial decision regarding not setting up a priority fault repair on its broadband service and that this service is offered against the telephone line only. However, C has clearly been inconvenienced with regards to the intermittent broadband service and with the poor response from SP to contacts made. These were clear service shortfalls.

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

SP was required to offer C a goodwill gesture credit, which takes into account the overall poor experiences to date and send a letter of apology

3.22

C agreed to broadband service with SP. The service never worked and so C requested cancellation. C then received bills which C disputed. C sent letters to SP without response or resolution. SP said that it had cancelled the broadband service without penalty and removed the outstanding balance.

The Ombudsman was concerned that SP had failed to respond to C's letters and also failed to resolve the broadband connection problem and this was viewed as poor customer service. SP was required to refund C with broadband rental paid and award a nominal goodwill payment. SP to also send a letter of apology.

3.23

C complained had not been able to connect to SP's broadband for ten months. C had called SP's customer services but received no assistance. SP said that although C had called its customer services C failed to call its technical support. C was advised on numerous occasions to call this department to allow troubleshooting and diagnostic tests to be initiated but C refused.

The Ombudsman said that although C had not been able to connect properly for ten months that the onus was on C to call SP's technical support to allow it to troubleshoot.

The account records provided and the itemised bills showed that C had failed to do this and so had not given SP the opportunity to respond. The Ombudsman could find no justification for cancellation without penalty. She required SP to contact C to arrange diagnostic tests. SP were required to credit the account with a nominal goodwill payment for any service shortfalls.

3.24

C placed a broadband order with SP, but due to a system error, the order kept rejecting. This led to a delay of a few months and caused C to contact the company of several occasions by telephone and letter. SP did recognition some shortfall in customer service and applied some credits to C's account.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to provide an additional goodwill credit for failing to deal adequately with C's correspondence and complaint. SP was also required to send C a sincere letter of apology.

3.25

C cancelled the broadband service but continued to receive bills from SP. C telephoned to complain on receipt of each bill and was assured that the account would be closed. This did not happen and SP referred the account to a debt collection agency. C complained to Otelo.

SP recognised that there were a number of shortfalls in the customer service it provided and apologised. SP credited the outstanding balance and instructed the debt collection agency to close its file. The Ombudsman also required SP to provide a goodwill payment to compensate C for the cost of telephone calls and letters and to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history.

3.26

C had broadband with SP, but the service went down. SP stated that the problem was with C's own equipment and therefore SP was unable to help and referred C to the company who provided the modem. C complained to SP in writing and by telephone, but SP failed to resolve the complaint and C requested to cancel the contract. SP agreed and waived the termination fee. However, C requested a MAC code, a reduction in the outstanding amount on the account and loss of earnings.

The Ombudsman concluded that SP was required to provide C with a MAC code, a credit for poor customer service and a final bill for payment. Once payment had been received, SP was required to confirm to C that the account had been cleared to zero and closed.

3.27

C ordered telephone and broadband package from SP. SP failed to provide the broadband. C was unable to connect despite telephone calls and letters to SP. C cancelled and complained to Otelo.

The Ombudsman considered that C had received poor customer service. SP had failed to reply to C's letters and failed to resolve the broadband connection issues. The Ombudsman required SP to provide a goodwill payment to compensate for the cost of telephone calls and letters, the lack of a broadband connection and for the stress and inconvenience and to send a written apology.

3.28

C agreed to a telephone package and broadband with SP, but SP failed to connect C to the broadband service. C contacted SP and wrote letters of complaint, but only received one reply from SP.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to apply a goodwill credit to C's account, send a letter of apology and ensure that every effort was made to correct the connection problems and if possible, process a new order for the broadband service.

3.29

C experienced a problem with a broadband service. When it was resolved SP refunded all broadband charges and provided a goodwill gesture to reflect the problem. After this agreement C claimed that as work could not be done at home SP should be held responsible for bank charges incurred on three accounts. No support was provided for this claim but it was also noted that the broadband was provided under a domestic agreement. On this basis no 'business loss' claim would be considered.

No further steps were required of SP in this case.

3.30

SP delayed in activating the broadband service and C experienced connection difficulties and requested contract termination. Despite C's action to seek resolution to the complaint SP failed to resolve the issues and the complaint became protracted. In summary the Ombudsman requires SP to cancel the complete package contract without penalty; make a goodwill gesture in light of the delays, poor service demonstrated on this case and connection fee costs; and issue a formal letter of apology.

3.31

C's broadband connection kept dropping and C was unable to receive e-mails. C contacted SP, but the problem remained unresolved. C asked a computer engineer to check the PC and no fault was found with it, but the broadband connection issues and e-mail problems persisted. SP told C a Technical Advisor would call to investigate the issue, but this did not happen. C wrote to SP requesting cancellation, but SP did not respond and C continued to be charged and receive bills.

The Ombudsman considered SP did not take reasonable steps to investigate the broadband connection problems C experienced and considered this, and its failure to respond to C's letters to be reflective of poor customer care.

SP was required to provide C with a refund of the payments made for broadband and to confirm that the account had been closed with a zero balance. It was also required to send a letter of apology and to make a payment as a gesture of goodwill for the shortfall in customer service C had received.

3.32

C signed up for SP's broadband service. The service never worked. C wanted SP to compensate C for the inconvenience caused. SP maintained the service was working properly, and the problem lay with C's computer equipment. C also complained that SP had disconnected C's telephone service without justification.

The Ombudsman decided that the evidence available suggested that SP had been providing the broadband service to C, and therefore SP should not be required to compensate C for the problems the loss of broadband caused. However, as the evidence for this was not strong, SP was required cancel the service without penalty. SP was also required make a payment to C as a goodwill gesture to recognise the fact it disconnected C's telephone service for no good reason.

3.33

C signed up for telephone calls, line rental and broadband with SP. C had connection problems with broadband and the connection only worked for 95% of the time. C had to wait one month for the initial connection problem to be resolved and SP failed to provide the promised call backs. C reported further connection problems and did not receive a call back for over 17 days. SP did not resolve the problem and C cancelled the contract. SP continued to bill C and wanted a cancellation fee. C wrote to complain on two occasions but did not get a reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. It had failed to respond to letters, failed to provide call backs and had not resolved the connection problems within a reasonable time. The Ombudsman required SP to waive the cancellation fee as a goodwill gesture to compensate C and to recalculate the final bill from the date when C transferred to another provider.

3.34

C complained to the SP about their broadband connection problems and being unable to get through on busy telephone lines. This led to C canceling the service and complaining about the early termination fee applied. The charge was then cancelled by the SP as a gesture of goodwill, but C remained unhappy as the SP maintained it would not refund the initial connection fee.

It was concluded that the SP was not obligated to refund the cessation fee as C had not allowed sufficient opportunity for the connection problems to be resolved. However, it was welcomed that the SP had subsequently done so as a goodwill gesture. It was also concluded that the SP had provided a broadband service whether or not this was successfully accessed by C. On this basis a refund of the disputed connection fee was not required, but as the SP had since provided a poor level of customer service, a refund of this amount was required in full consideration of all information.

In resolution the SP was required to send a letter of apology and make a goodwill credit to the account; if this left the account in credit then a full refund of this amount was to be made

BROADBAND, CONNECTION PROBLEMS, TERMINATION FEES, DISPUTED CHARGES, REFUND.

3.35

C complained to the SP about a number of avoidable delays with their broadband provision. C made numerous calls and letters to the SP in an attempt to resolve this matter, but these failed to receive the necessary response. On review the SP acknowledged the avoidable delays and the poor customer service provided. However, it confirmed that the service had since been activated with C having received a username and password as requested.

After fully considering the avoidable delays and the poor customer service provided, it was proposed that the SP should make a goodwill credit to C's account and send a letter of apology.

3.36

C complained to the SP about a number of failed broadband installations. The SP highlighted the line capacity issues it was facing in the area, although it would appear that some false promises and incorrect advice had been provided. Additional customer service issues were raised by C, with the information received suggesting some letters and telephone calls failed to receive the necessary response. C also complained that the SP had been charging for a broadband service it hadn't yet provided.

It was concerning that the SP had failed to address the customer service issues raised or provide regular updates on its attempts to provide the required broadband service. Therefore the SP was required to send a letter of apology, fully explain the reason for the delays and the problems being faced by the broadband order, ensure regular updates on the attempted broadband provision are received, and provide a full refund of all broadband charges. The SP was also required to make goodwill credits to the account in full consideration of the customer service issues raised and any costs incurred, in addition to providing written confirmation of all action taken.

3.37

C subscribed to the Supplier's services. There was a long delay and the Supplier was unable to transfer the service. The Supplier stated it was still trying to provision the account. C requested to cancel the contract due to the delay. C experienced a poor level of customer service.

The Ombudsman was dissatisfied with the Supplier's actions in this instance and considered that as C had experienced long delays the contract should be cancelled without penalty. The Ombudsman was of the opinion that a shortfall in customer service has occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

3.38

When SP upgraded its system C's broadband service and landline failed to work. C terminated the contract for services with SP for broadband service and for the landline as the latter resulted in the quality of the line being affected. SP levied charges on the account despite there being no service and account termination notice being accepted. SP passed on the matter to a Debt Collection Agency. SP apologised and provided a goodwill award. C rejected this. The Ombudsman agreed that C experienced a shortfall in service levels, but was of the opinion that the goodwill gesture proposed was generous. C was recommended to accept SP's goodwill award.

3.39

C subscribed to SP's broadband service. However, C experienced delays in SP providing the service, and then faults once the service was activated. C wanted SP to cancel the account and compensate C for the inconvenience C had experienced.

The Ombudsman was of the opinion that SP was responsible for the delays in broadband being provided, and for several of the faults C had experienced. They also decided C had experienced many instances of poor customer service. In recognition of this, SP was required to cancel C's contract without penalty and to make a payment to C as a goodwill gesture.

3.40

C ordered broadband from SP. SP discovered it could not provide the service to C. SP therefore cancelled C's contract. C had paid a deposit for the service. C asked SP to refund this. It took SP several months to do this.

The Ombudsman accepted that it was not always possible for SP to know that it could not provide broadband when an order was first placed. However, they required SP to make a payment to C as a goodwill gesture to recognise the inconvenience caused because of the delay in issuing the refund of the deposit.

3.41

C experienced problems using SP's broadband service. SP carried out trouble shooting with C and it was determined that the problem was a user error.

The Ombudsman was satisfied with the actions taken by SP. However the Ombudsman required the company to contact C to discuss any remaining technical issues.

5.0 Cancellation

5.1

C agreed to a telephone and broadband package, but assumed that the broadband was free. However, this was not available at the time and to receive broadband C was required to pay an additional fee. C wrote to SP to complain, but SP failed to reply.

The Ombudsman concluded that C had been charged correctly and in line with the contract, but it was clear that SP had not clearly explained the additional charge. Therefore, SP was required to release C from the contract without applying any early cancellation fees, apply a small goodwill credit to C's account and send C a letter of apology for any confusion over the charges.

5.2

C requested to disconnect SP's services, as C was moving home. However, the request was not actioned at the time and SP took additional payments from C's bank account. C contacted SP on many occasions to request a refund, but this was not received until months later. C also sent SP letters of complaint, but SP did not adequately respond.

The Ombudsman concluded that SP should provide C with a goodwill payment and send a letter of apology for the delay and for the shortfall in customer care.

5.3

C complained to SP. SP resolved the complaint. As part of the resolution, C agreed to undertake a new contract with SP. SP set the new account up incorrectly. C therefore asked SP to cancel the contract. SP agreed. C wanted compensation for the problems C had experienced.

The Ombudsman agreed that C had experienced inconvenience and had been caused additional expense because of the continuing problems on the account. Therefore, SP was required to clear the amount outstanding on the accounts, which included charges for services C had used, as a goodwill gesture.

5.4

C registered for broadband but could not establish a connection. SP investigated and found C was unlikely to be able to receive broadband due to the distance of C's property from the exchange. SP agreed to cancel the service without charge, but C continued to incur charges for broadband. C complained and SP stated credits would be applied to the account but it did not do this. C cancelled the DD and SP barred C's phone.

The Ombudsman considered SP's failure to cancel the broadband service in a timely manner, raise promised credits to the account or cancel further broadband charges to be indicative of a shortfall in customer service. It was accepted SP had the right to bar C's phone service for non-payment. SP was required to send a letter of apology, apply a credit equal to the broadband charges incurred and apply a small credit as a gesture of goodwill in respect of the customer service issues identified. It was also required to issue a revised bill showing the credits applied to the account and confirm in writing to C that the broadband service had ceased.

5.5

C requested the cancellation of a broadband service, but the SP highlighted that the MAC provided failed to be used, meaning the service and subsequent charges continued. However, it was apparent that C had failed to receive an adequate level of customer service, with letters failing to receive a response and supporting documentation suggesting some incorrect advice was received.

Therefore, it was concluded that C may have been confused on how to use a MAC but that the SP should accept some responsibility for the charges involved. In resolution the SP was required to send a letter of apology, confirm that the marker had now been removed, credit all broadband charges after the expected date of cancellation, and provide a breakdown of any outstanding balance.

5.6

C disputed charges raised by SP after a request to cancel. SP stated that the contract was not cancelled correctly and therefore the charges were correctly raised.

It was concluded that C has been legitimately set up on the service agreement with SP and that if wanting to leave the agreement the Ombudsman should adhere to the correct termination process as set out in the company's terms.

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

SP should maintain its offer to reduce C's outstanding balance

5.7

C subscribed to SP's services. C's representative decided that C was not enjoying the services SP was providing to their full extent, and therefore wrote to SP on several occasions to ask for C's contract to be cancelled. SP failed to respond. In its submission to the Ombudsman, SP agreed to cancel the contract without penalty.

The Ombudsman was of the opinion that, under its Terms and Conditions, SP was not obliged to cancel the contract without penalty. However, it was also decided that SP's failure to respond to the representative's letters represented poor customer service. SP's offer was welcomed, and no further action was required.

5.8

C asked SP to cancel the account after being mis-sold. SP cancelled the line rental but system errors meant that the Carrier Pre-select Service (CPS) for the calls continued to be routed via SP's network. Despite numerous contacts by C this was not cancelled. SP later credited all the invoices as a goodwill gesture, but referred the last amount on the account to a Debt Collection Agency. SP apologised for the poor service, but was of the opinion that the Debt Collection Agency was valid. The Ombudsman found the sales recording evidence supplied by SP made it clear that no mis-selling occurred. The Ombudsman required SP to provide C with an apology for poor customer service levels and recall the debt from the Debt Collection Agency.

5.9

C cancelled TV and telephone services, but registered for broadband. SP continued to charge C for TV and telephone services, in addition to broadband. As C had continued to make calls, SP agreed to credit the TV charges and cancel the telephone services if C paid the call and line rental charges to date. C did this, but SP failed to credit the TV charges or cancel the phone. C continued to make calls. Due to the outstanding balance on the account, C's broadband service was disconnected. C disputed the remaining balance on the account.

It was noted that even though C had requested cancellation of TV and telephone services twice, SP had failed to action the request and continued to apply charges. This was considered to be reflective of poor customer service. However, as C had continued to make calls, the Ombudsman considered C was liable for call charges and accepted

that SP had right to disconnect services due to non payment. It was noted that SP had applied a credit equal to the call and line rental charges C had continued to incur, as well as the incorrect TV charges. SP did not hold C to term for the broadband contract. The Ombudsman considered the credits applied by SP to be reasonable as a gesture of goodwill. SP was required to send a letter of apology, provide a copy of a letter it had sent to C and confirm whether information had been placed on C's credit file.

5.10

C cancelled an account with SP. SP failed to close the account and continued to send bills. C complained for several months, and eventually received a letter stating the account had been closed with a zero balance. C then received a letter from a debt collection agency.

SP confirmed that the account had not been closed due to an administrative error. A credit was applied to clear the incorrect charges but the account had already been passed to a debt collection agency and SP did not recall it.

The Ombudsman considered SP's failure to close the account and subsequently recall the account from the debt collection agency to be reflective of a shortfall in customer service. SP was required to send a letter of apology, provide a small payment as a gesture of goodwill and confirm in writing that the account had been recalled from the debt collection agency and C's credit rating had not been affected.

5.11

C was moving house and notified SP of these, for both C's landline and broadband accounts, but SP failed to action the broadband service request and only cancelled the landline service. Due to this, C then continued to receive bills and demands for payment for this service, despite not being able to use it and having requested its cancellation. C complained to SP and although actions were promised, the matter was referred to a Debt Recovery Agency and C then made a payment to prevent any further action from being taken.

The investigation found that SP had acknowledged its errors in this instance and advised it would be taking the appropriate action to ensure any training issues were rectified. The investigation welcomed SP's admissions and explanations, but it was clear that C had received several shortfalls in customer service and also that C had been left frustrated and inconvenienced as a result. Therefore, it was proposed for SP to confirm the closure of the account with a zero balance, provide C with a goodwill payment that took into account the erroneous payment C made to the Debt Recovery Agency, provide C with an apology, ensure that C received no further demands for payment and also that C's credit history had not been affected as a result.

5.12

C agreed to upgrade C's account on a trial basis. Within the trial, C returned the phone. SP refused to allow C to cancel.

The Ombudsman was of the opinion that C was entitled to cancel the account within the trial period agreed. SP was required to cancel the contract without penalty, clear the outstanding balance, refund all payments made after the cancellation request should have been requested and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

8.0 Customer Service

8.1

C ordered a telephone and broadband package from SP, but later complained about the delay in providing the service. SP stated that the delay was caused by C not providing a MAC code. C requested to cancel the service and SP agreed, but there was a small delay in fully disconnecting the account. C complained to SP in writing, but SP failed to call C back on some occasions and failed to respond to one letter.

The Ombudsman concluded that there was a short delay by SP in processing C's cancellation request, but SP was not at fault for the delay in providing the broadband service. As there was some evidence of a shortfall in customer service, SP was required to send C a letter of apology and apply a small goodwill credit to C's telephone account.

8.2

C requested a tariff downgrade and was told 'saved minutes' could be carried forward. C received a bill and noted that the saved minutes had not been applied so contacted SP to dispute this. SP failed to respond to C's complaint and passed the debt to a debt collection agency. C also complained that promotional points had not been applied to the account.

SP confirmed C had not been informed that saved minutes could not be carried forward to the new tariff. It stated it was experiencing difficulties applying promotional points to customers' accounts and could not confirm when the issue would be resolved.

The Ombudsman considered that SP's failure to correctly notify C about the saved minutes was reflective of a shortfall in customer care. He also noted that SP had failed to reply to C's letters or provide promised call backs. The Ombudsman accepted that SP was working to correct the issue regarding the promotional points, but acknowledged the inconvenience this had caused C.

SP was required to provide a payment as a gesture of goodwill, apply the saved minutes to C's accounts under the new tariff and confirm the final balance on the accounts in

writing, apply a credit equal to any administration charges C had incurred and to contact C when the promotional points had been applied.

8.3

C experienced poor customer service from SP after ordering two handsets with specific features. Neither phone was as ordered and they were returned but only the cost of one handset was refunded.

It was found that SP had provided poor customer service and it was recommended that SP should be required to provide a letter of apology and a small goodwill gesture.

8.4

C complained that after cancelling an account with SP and providing the cancellation period as required SP continued to deliver bills. SP said that the account had been properly cancelled but it had not been able to refund the outstanding credit balance as no forwarding address had been supplied by C. It was accepted that incorrect advice had been provided in that C had been told that the account had a debit balance when there was actually a credit balance. This was considered poor customer service. As there was no support for the claim that bills continued to be delivered to C's old address or that a debt collection agency had been instructed by SP this point was not taken any further. It was found that on the balance of probabilities, that as the account was in credit, debt collection action would not have started, even automatically. Due to data protection measures it was recommended that C should contact SP to inform it of the new address.

SP was required to provide a small goodwill gesture in respect of the poor customer service in providing misleading advice that the account had a debit balance when it was credit. SP was expected to provide a full refund when it had been advised of the up to date address for C.

8.5

C alleges SO provided incorrect information about its coverage abroad. C failed to use the handset during the period of being abroad and SP disconnected it for non usage for 60 days. SP was then unable to reconnect C in order to generate a PAC without charge as this opportunity had also expired. C complains the account was in credit but SP refuses to provide a refund.

SP failed to provide an adequate level of customer service on this case. In summary the Ombudsman requires SP to make a goodwill payment to include the credit refund and issue a formal letter of apology.

8.6

SP failed to administer its accounts effectively when C moved house. SP needed to correct the broadband bill with a credit and that the cessation fee should have been credited in its entirety leaving a credit balance on the broadband account. SP then failed to provide the refund due. C actively sought resolution to the complaint however incurred costs and experienced inconvenience when doing so.

In summary the Ombudsman requires SP to issue the refund due; make a goodwill gesture in recognition of the customer service issues, inconvenience and costs incurred; and to issue a formal letter of apology.

8.7

C requested to be ex-directory but the Supplier failed to process this. C didn't want their telephone number released and subsequently asked for a number change. The Supplier said it was unable to process number changes and referred C back to their previous Supplier. C experienced a poor level of customer service. The Supplier stated that it would cover the charges C incurred from having their number changed and having to transfer service.

The Ombudsman understood that the Supplier did not own any number ranges and was unable to change the telephone number. The Ombudsman found the Supplier's offer reasonable and it was required to fulfill this. However, the Ombudsman considered that a breach of the Data Protection Act may have occurred as the Supplier failed to process the ex-directory request. The Ombudsman awarded a goodwill payment and the Supplier was required to write a letter of apology.

8.8

C wanted to terminate C's account and email addresses and was advised by SP that if C did so, C would still be able to access the email information and not lose any data. However, when C next went to access the email account, C's details were not recognised. C complained to SP on many occasions and eventually SP acknowledged it had failed C and offered recompense but C remained unhappy.

For the information provided for investigation it was clear that C had been mis-advised by SP that resulted in C losing some data from the account. However, it was considered that the offer made by SP was fair and reasonable recompense. Therefore, this offer was retained. In addition, SP had also agreed to refund C any calls C had made to it during the complaint, following evidence of this from C, yet C had not provided this. The investigation welcomed this action from SP and, as it appeared C did have the necessary evidence, this offer was also retained.

8.9

C experienced problems with SP as broadband service failed and C received various letters from SP with contradicting advice. SP advised that C experienced problems due

to an upgrade on the network and apologised for sending C letters with incorrect advice. SP proposed a goodwill gesture.

The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition award a goodwill payment, to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against the customer's name in relation to the matters raised in the complaint, and if any has, it has now been removed or amended.

8.10

C requested for their account to be cancelled but the Supplier failed to do this. C made several complaints and the Supplier stated that a credit had been applied to cover the service charges incurred. The Supplier said it would apply a goodwill credit to C's account but it failed to do so. C experienced a poor level of customer service.

The Ombudsman was disappointed with the Supplier's failures to take appropriate action. The Supplier was required to cancel C's account and refund the service charges incurred since the account should have been cancelled. The Ombudsman considered that a shortfall in customer service had occurred but the goodwill payment offered by the Supplier was adequate. The Supplier was to ensure its goodwill payment was added to C's account and write a letter of apology.

9.0 Direct Debit

9.1

After agreeing a service from the SP, C complained that it was insisting payments by Direct Debit. The SP highlighted that this was the required method of payment, but did not accept C's bank payments. However, this led to a delay reallocating the payments to the correct account and subsequent service restrictions.

In such circumstances it was concluded that the SP could not be held responsible for all problems, although it was concluded that some avoidable delays were experienced regarding the allocation of payments. The information also confirmed that C's letters had failed to receive a response, with the SP acknowledging that C had received some poor customer service. In resolution the SP was required to send a letter of apology, make a goodwill credit to the account, provide a written response to C's letters, and provide a written assurance that no adverse credit information had been recorded.

11.0 Disconnection

11.1

An individual placed an order with SP on C's account. As a result, C's telephone number was temporarily changed, and internet equipment was delivered to C's home. C complained. In response, SP changed the telephone number back, cancelled the order and offered C a payment as a goodwill gesture. C did not feel the amount offered was reasonable.

The Ombudsman accepted that C had experienced distress and inconvenience as a result of the mistakes on the account, but considered that the amount SP had offered was reasonable. SP was required to pay the amount to C, and was recommended to review its security procedures to prevent individuals placing orders on other customers' account.

12.0 Disputed Charges

12.1

C contacted SP and asked it to supply bills from a certain date and calculate any overcharges. Although SP raised a credit on two occasions it did not provide C with the bills and an explanation of how it carried this out. SP did not comment in this case, but only supplied call records. The Ombudsman of the opinion that C received poor customer service levels and in recognition required SP to provide a goodwill payment. SP was required to recalculate the customer's with bills from a certain date to present, provide all invoice statements from this date. Furthermore, SP was required to provide a detailed breakdown of how it calculated the overcharges on the account.

12.2

C complained to SP about a billing query and that SP had taken payment from C's bank account without C's knowledge. C also wrote a letter of complaint to SP and a response was sent within a reason timescale.

The Ombudsman concluded that there had not been any poor customer service in this case and that there was no evidence to support C's claims that SP had overcharged for the services. Therefore, SP was not required to take any further action in this case and C was advised that any outstanding balance owed to SP should be paid.

12.3

C complained that SP has charged them for disputed calls. C stated it was proved to SP that they were not responsible for them. SP maintained its billing, referred the matter to a debt collection agent and applied a default to C's credit reference. Following a complaint to the Ombudsman, SP decided that there had been an accounting error and C was not liable. SP offered an apology and goodwill payment but this was rejected by C.

The Ombudsman concluded C had had poor customer service but the apology and goodwill payment were appropriate.

12.4

Due to C being offered a six month free broadband service offer by SP C accepted to stay on as a customer. It later transpired that no such offer was made as C incurred charges. C wrote to SP about this matter, but SP failed to address this issue. The Ombudsman found that although SP took steps to resolve C's complaint it didn't address all of C's issues. The Ombudsman required SP to provide C an apology for poor service, goodwill gesture and make a contribution towards C's bank charges.

12.5

C claimed that SP did not honour its special offer. SP explained the charges it levied on the account. Whilst the Ombudsman appreciated SP providing an explanation for the charges it levied on the account it was considered SP had not fully explained the actions carried on the account. The Ombudsman required SP to recalculate charges based on the special offer.

12.6

C cancelled account with SP, but this was not actioned and C received bills from SP and later from the Debt Collection Agency. SP apologised for its error and confirmed account had been reduced to zero. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide a goodwill payment, to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

12.7

C received a telephone bill from C's broadband service provider, SP, which included dial-up internet charges. C complained that SP should not be charging C for dial-up calls now C was a broadband customer. SP was of the opinion that as C was continuing to use another service provider's dial-up internet service, SP was entitled to charge C for calls that had been made.

The Ombudsman agreed with SP that C had used another company's dial-up internet service to access the internet, and that SP was entitled to charge C for calls made to the access number. SP was required to reduce the amount outstanding by a small amount as a goodwill gesture to recognise the fact that it ignored a letter of complaint.

12.8

C cancelled SP's services but only then did C notice C had been overcharged by SP for several years. Therefore, C complained to SP and it agreed C had been overcharged. However, C then had to chase SP to obtain this as a refund, as C's account had since closed. C received no refund and then complained in writing to SP, but received no response.

The investigation welcomed SP's explanations and admissions and it was clear that the overcharging had been agreed. However, it was also clear that C had had to chase SP for an actual refund and was provided with promises of this that were not actioned. This was considered to be a shortfall in customer service and therefore, it was proposed for SP to provide C with the agreed refund along with a small goodwill payment and apology. In addition, the investigation also acknowledged SP's comments that C could have notified this overcharging at an earlier stage.

12.9

C cancelled an account with SP due to a house move. It was accepted by SP that it continued to bill C even after the move. Three months after the house move SP accepted that the account should be closed and did this clearing the balance. SP accepted that there had been poor customer service in this case in that it had failed to respond to letters sent by C.

SP was required to provide a letter of apology, provide confirmation that it had cleared this account and provide an account of any monies applied to and collected on this account since the date of the house move. Any monies collected since that date were to be refunded and SP was required to provide a goodwill gesture in respect of the poor customer service experienced in this case.

12.10

SP provided C with a landline and then a broadband service. C had problems connecting to the internet and complained to SP. The technical team for SP made attempts to resolve the problem but C continued to get error messages. C was only able to connect a couple of times over a month. C then asked to cancel the service and also the landline. SP credited a month's line rental and the accounts moved to another provider. SP gave C a MAC code. C then received a bill and so telephoned SP. SP had tried to take a Direct Debit for telephone charges from C's account which had been cancelled. C complained and SP credited the account clearing all charges including the calls charges. It showed the credits on a further invoice but included a further month's line rental in error. C then made a complaint and SP offered to waive terminations fees and made an offer for goodwill. C refused the offer and sought more compensation on the basis that extra costs had been incurred through not being able to work at home without an internet connection.

The Ombudsman reviewed the documents and considered that SP had provided adequate customer service. It had failed to send out a modem when first asked but the

termination fee waiver and credits were considered reasonable. It was not clear whether the broadband account was a business account and C had not provided receipts to show the costs incurred. On that basis SP was required to make a written apology showing that the accounts were clear and re-offer the goodwill gesture made.

12.11

C received charges for roaming whilst the handset had been abroad but rarely used. C challenged the charges and was told that they were as a result of charges being made when callers had called the voicemail. C argued that no charge should be made for this. It was held that the charges were valid as the roaming part of the charge would be applied when the service called C back to notify of the call and when a call was made to the voicemail to retrieve the message.

12.12

C complained that SP applied charges for a service that was not recognised by C. C complained and SP stated the charge was for a service that C had used.

The Ombudsman could see no reason to doubt the billing by SP and that the charge was on the balance of probabilities, one that C had utilised. No further action was required of SP.

12.13

C experienced a fault with a line service and reported this to SP. SP sent out an Engineer to rectify the fault and then charged C for the visit. C disputed the charge and was unhappy that C had not been advised at the time C reported the fault that a charge would be made for such a visit. SP maintained the charge, as its terms and conditions specified that such a charge would be made.

The Ombudsman was satisfied that SP's terms and conditions did cover charges for an Engineer's visit and that the charged had therefore been correctly raised and C was responsible for it.

However, the Ombudsman did note that there had been shortfalls on the part of SP failing to respond to a considerable amount of correspondence C had sent to it about the matter. The Ombudsman directed SP to make a small goodwill gesture in respect of this and to send C a letter of apology.

12.14

C used a calling card to override SP's service in order to make cheaper international calls. However, C received a large bill from SP and found that many international calls had been made over SP's network. C compared the calls made via the calling card and SP's network and found that some of the calls appeared on the two networks at the

same time. Therefore, C complained to SP about this and also the other international calls that had appeared.

The investigation found that, as C had claimed, the same calls were routed through both networks. However, although SP had credit C for those calls, there was no evidence to suggest that was due to SP's error. No faults had been found on C's line and also SP can only charge for calls made via its own network. It was possible, therefore, that the fault lay with the calling card and also that on occasions, C may not have used the prefix when dialling through the calling card, which would have led to calls being made over SP's network. Therefore, the international call charges were maintained and it was proposed for SP to simply confirm C's remaining outstanding balance in writing and also allow C to pay this off via a payment plan.

12.15

C received a high bill from SP that contained an extremely high charge for just one call. C disputed this with SP but it maintained the charges.

The investigation focused on whether or not SP could have alerted C to the high usage. The billing evidence was examined and it was found that SP was not in a position to have alerted C to the call charge on the bill. The charge was considered to be valid and correct. However, it was found that upon complaining to SP for a second time, SP did not provide C with a response. On this basis, SP was required to provide C with an apology and a small goodwill payment. C was advised to contact the individual company concerned in order to obtain a refund of the charge

12.16

C complained that SP levied additional charges on the account by changing C's telephone package without consent. SP advised that it sent out a letter to all its customers advising that the new package would commence upon expiry of the old agreement. The Ombudsman found that C had contacted SP prior to package being changed to query the expiry issue. Furthermore, SP's notes stated that a letter was sent to C about this issue prior to the package changing. The Ombudsman required SP to apply a credit to C's account as a goodwill gesture, but expected C to pay the remainder of the outstanding balance to SP.

12.17

The Ombudsman concludes that C is responsible for all charges generated to the handset and the credit limit is not used for the purpose applying a restriction if it is exceeded. In accordance with the terms and conditions of contract C is responsible for the payment of all call charges generated on the account. The Ombudsman found no evidence of customer service failings or any justification for releasing C from the liability to pay the outstanding balance.

In summary the Ombudsman requires no further action in resolution to this complaint.

12.18

C complained that SP charged for two accounts when it should have charged for one. SP maintained the charges for the account. The Ombudsman found out that C did not advise that another account had been signed up with the retailer. It later appeared that since the retailer account was not cancelled C was billed by SP – network provider. It was considered that C should escalate complaint with the retailer since this did not involve SP. The Ombudsman required SP to provide C an apology for poor service and a goodwill gesture for not advising C earlier what to do.

12.19

C was incorrectly charged line rental by the Supplier. The Supplier agreed to refund the line rental charges but there was a long delay and C did not receive the refund. C experienced a poor level of customer service.

The Ombudsman required the Supplier to refund the line rental charges. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

12.20

C cancelled SP's landline telephone services. SP continued to charge C, after the services had been cancelled. C complained. SP agreed to clear all charges from the account. C was not satisfied with this offer.

The Ombudsman was of the opinion that SP should refund to C the overpayments C had made in respect of the period after the account had been cancelled. SP was also required to make a further payment to C as a goodwill gesture to recognise the inconvenience caused.

12.21

C cancelled the landline service SP provided. SP continued to charge C after the service was cancelled. C asked for a refund. SP failed to refund the amount owed for several weeks.

The Ombudsman required SP to refund the amount owed, and to make a further payment to C as a goodwill gesture to recognise the inconvenience caused because of the delay in refunding the overpayment.

12.22

After receiving a bill from SP, C queried some of the calls, as these were not to a recognised number. SP maintained the charges, but failed to investigate the number on C's behalf, as requested. C sent several letters to SP, but only received a few replies.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to send C a letter of apology and a goodwill payment.

12.23

C claimed that a mobile phone contract had been cancelled but that SP had allowed it to continue. As the Direct Debit had been cancelled by C a debt build up which was later referred to a debt collection agency and in time led to an adverse entry being made on credit reference files held in relation to C.

As there was no support to show that the cancellation had been notified in writing it was held that there was no support for C's complaint and no further steps were required of SP.

12.24

C disputed premium rate text messages sent to the handset. SP stated that the texts had been requested by the user and was therefore, valid.

It was concluded that C has been legitimately charged for requested PRS texts to the handset, although C may not have requested the texts directly and this was done by a third party. However, as the account holder, C is entirely responsible for any charges raised. SP has offered credits to C for any inconvenience received.

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

Therefore, no further action is required by SP in this case

12.25

C had an account with SP and arranged to switch to a new service provider. It appears that this was not communicated to SP and that the new SP had difficulties in supplying the telephone service to C which resulted in the original SP continuing to supply telephone services for a number of months before the switch was completed. C refused to pay for these continued services saying that duplicate charges were being made for the same service. As the invoices provided did not support this it was not accepted and it was found that there was no reason for the account to not be paid.

No further steps were required of SP in this case.

12.26

C asked SP to provide a final bill after the account was cancelled. SP did not provide a final bill and billed C for advance line rental charges. SP maintained its charges and demanded payment from C excluding advance line rental charges. The Ombudsman found that SP did not respond appropriately to C's requests for the correct final bill. It was considered C had received a shortfall in customer service levels. The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition provide a goodwill payment; to ensure the account was cancelled from a certain date and there were no further charges levied except for calls. The advance line rental and administration charges were to be removed; and to provide C assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

12.27

C complained to the SP about a number of call charges incurred using a calling card they had purchased. The SP explained that calling cards were not supported by its network, but offered to credit some of the charges as a goodwill gesture. C remained unhappy and believed the SP had failed to notify them of the charges in error.

After reviewing this matter it was concluded that the SP had acted correctly and that it was under no obligation to make any credit to the account. The fact that the SP had made such an offer was welcomed and the SP was required to maintain its offer.

12.28

C was invoiced by SP for a charge which was disputed. C stated that at no time was authorisation given for services to be provided. SP stated that it acquired another service provider and that letters were sent to C.

It was concluded that there was no clear evidence to show that C has been given the opportunity to either accept or decline the services offered by SP when the company acquired another service provider. C has also not been shown a level of services normally expected by SP.

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

SP was required to offer C a goodwill gesture for the overall poor experiences to date, ensure that no adverse data has been sent to any credit reference agency, correct C's Credit File as a goodwill gesture, confirm in writing that the account is closed with a nil balance and send a letter of apology.

12.29

C complained that an element of a service package had not been provided by SP several months after the contract began. C had terminated the contract but wanted SP to reimburse the costs of the missing element of the package which had been purchased

from another SP and to cancel the final bills after the request for termination of the contract.

The Ombudsman decided that SP should not have to reimburse costs of a service which would have had to have been paid in any event to another SP but that C was entitled to compensation, equivalent to the outstanding bill for the elements of the service which had been provided, for the poor customer service experienced over several months.

12.30

C requested to cancel their account. The Supplier placed a cancellation order but due to a system error the account was not cancelled. C continued to receive bills and the balance was referred to a collections agency. C experienced a poor level of customer service. The Supplier closed the account and cleared the outstanding balance.

The Ombudsman was disappointed that the Supplier had failed to cancel C's account in a timely manner. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

13.0 Equipment

13.1

C had a service with SP which failed to provide a connection CD to allow its broadband service to be connected to. Whilst complaints were being made about this, matters became confused and SP processed a disconnection request when none had been made. It was accepted by SP that there had been a serious shortfall in the customer service provided in this case.

SP was required to provide a goodwill gesture and to refund the connection fee paid for the broadband service.

13.2

C found a cable outside a window at C's property. SP was asked if it was its cabling. SP could only offer to send an engineer to investigate but warned C that if the cabling was not its own a fee would be charged for the call out. C objected to this and disputed that any fee should be charged. This led to a prolonged dispute which was eventually deadlocked by SP. At the time of deadlock the SP did accept that the cabling was as a result of its employees work. SP made a goodwill gesture offer to C which C asked the Ombudsman to review.

The gesture was reviewed and considered appropriate.

SP was required to repeat its offer and make sure that the cabling was either removed or made safe, if this had not already been done.

13.3

SP provided a service to C that allowed for the notification of emails through a special service not requiring a computer. It wrote to notify C that this service would no longer be available from a certain date. C wrote to SP to question the reasoning for this. C stated that no response was received and made several attempts to contact SP at different offices. SP said that it had not received the initial letter but that it did receive a copy later, after the service had been discontinued. C said that an advisor of SP telephoned but that the questions were not answered and so a further letter was written. C said that no response was received. SP stated that a voicemail was left for C but no further response had been received.

The Ombudsman considered that SP had failed to provide adequate customer service as the complaint remained unanswered. The time taken to begin to address C's concerns was unacceptable and there had been no written response. Due to the time taken and the failure to make a full written response to C's queries SP was to provide an apology with a full written response addressing C's questions raised in the first letter. In recognition of the time, inconvenience and expense caused to C in pursuing a response SP was to make a goodwill payment.

14.0 Faults (Equipment)

14.1

C asked SP to cancel services and agreed on a final billing figure. However C then experienced a loss of service and decided to pay only a part of the final billing. This resulted in charges on the account becoming outstanding and the involvement of a Debt Collection Agency. C paid the charges but complained to SP about the action it had taken. C wanted compensation and agreed on a settlement figure with SP. SP did not send C the settlement so C complained to the Ombudsman.

The Ombudsman noted that since C had brought his complaint, SP had provided C with the settlement figure. The Ombudsman commented that as a resolution had been agreed between the parties the complaint had been effectively resolved. In her opinion had SP provided the settlement it was likely that C may not have brought a complaint to her, there was a delay on the part of SP but it had since given C a written apology in respect of it. The Ombudsman concluded that SP need not take any further action.

15.0 Faults (Line)

15.1

C experienced a loss of service and contacted SP to rectify the loss. C added that delays were encountered and a poor reply from SP. SP accepted that it had caused damage to C's telephone line and delays were encountered in getting the service connected.

It was concluded that C has experienced a loss of telephony service, delays and a poor level of customer service.

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

SP should maintain its offer of a full refund after the service loss, offer a further goodwill gesture, by cheque, for the overall poor experiences to date and expenses incurred, confirm in writing that the account is closed and send a letter of apology

15.2

C reported telephone and television faults to SP but despite engineer visits the problems remain unresolved. The Ombudsman considers it likely there was a shortfall of customer service demonstrated by SP in its handling of this case. In summary the Ombudsman requires SP to investigate the fault with C's telephone line and restore a fully operable service free of charge; restore the television service without charge, and resolve the fault reported with the freezing screen; ensure the half price internet offer for six months was applied to the account; make a goodwill payment in recognition of the additional customer service issues raised, costs incurred, time without service; and issue a formal letter of apology.

15.3

C ordered a telephone line for C's business. SP was late in supplying the line. C demanded compensation for the business losses sustained. SP refused to pay these losses, but did offer an amount as a goodwill gesture.

The Ombudsman decided that SP's Terms and Conditions did not entitle C to claim business losses for the delay in the line being installed. The amount SP had offered was considered reasonable. No further action was required.

15.4

C complained that SP has provided an intermittent service. C complained to SP which addressed the problems and C was belatedly able to use SP's service. SP stated it had no record of any faults after the service was connected.

The Ombudsman decided C had received poor customer service as SP had failed to update or inform C of the service being fully connected, but it had offered goodwill payments which were considered appropriate. SP was required to make an apology for

the poor customer service, but the contract was not recommended for closure without any penalty fees, as C had requested.

15.5

C cancelled account with SP due to the fault not being resolved within a reasonable timeframe. SP did this but C continued to receive bills. Despite C complaining to SP about this the matter was referred to a Debt Collection Agency and C was forced to make payments despite the account being cancelled. SP apologised for its error and admitted there had been a shortfall in service levels.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; refund credit owed to the customer; provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

15.6

C subscribed to SP's landline telephone and broadband services. Both services developed faults. C reported these faults, but SP failed to resolve them over several months. SP failed to allocate reward card points as part of the deal to C's account.

The Ombudsman was of the opinion that SP's failure to resolve the faults C reported constituted extremely poor customer service, and caused considerable inconvenience to C. SP was required to investigate the problems, refund all charges for the period the fault was ongoing and make a further payment to C as a goodwill gesture to recognise the inconvenience caused. It was also found that SP had not been allocating reward card points to C's account as it had recorded the account number incorrectly. SP was required to allocate all the points C was entitled to receive.

19.0 Installation

19.1

C complained that SP failed to provide a service or any assistance to connect to SP's service. C complained but SP states C decided to transfer away before it could fully act on C's complaint. SP offered to refund charges for the period the services were unavailable and waive the termination fee.

The Ombudsman considered C had had poor customer service, but the offers from SP were appropriate. SP was only required to make a written apology.

19.2

C complained that a service from SP was not provided, that there was a technical problem which it failed to address fully. SP investigated and found that there was an issue with C's line which it endeavored to rectify, but was not able to do so until several months had gone by.

The Ombudsman decided C had experienced poor customer service, but some of the delay was not entirely SP's fault. However, had the advisers taken ownership of C's complaint, it may have been resolved sooner. SP was required to make an apology for the delay and provide a goodwill payment.

19.3

C was a small business and ordered a telecom package from SP. The package would not work as specified and C cancelled. SP disconnected the wrong broadband account leaving C's business without an internet connection. C also disputed the bills. C wrote to complain and requested compensation for business loss. SP offered a goodwill credit but excluded business loss in its Terms and Conditions. C referred the complaint to Otelo.

The Ombudsman considered that SP had made a reasonable offer to compensate C for the inconvenience. The Ombudsman therefore accepted SP's offer but also required a goodwill credit for the balance on the package that had not been set up as required.

19.4

C complained to the SP about telephone charges as they had never requested a telephone line. C outlined that they only wanted a broadband service and disputed that a telephone service had been installed. The SP stated its records showed a telephone service had been requested and installed in contradiction to C's comments. The SP advised that the only way this matter would be installed is if an engineer visited the property to establish if a line was installed. However, both C and the SP blamed the other for this not happening.

In review it was concluded that the SP had installed the telephone service in error and that C had been using the service. This was because C provided an installation form showing the service was not required, with the billing information showing some recorded calls. It was also concluded that C had not received an adequate level of customer service, with the SP failing to make a number of promised call backs. In resolution the SP was required to send a letter of apology, provide a written assurance that the telephone service would be disconnected, credit all line rental charges, cancel all broadband charges after the date it was disconnected, make a goodwill credit to the account, and restore the broadband service once the outstanding balance was cleared.

It was explained to C that if they wanted a further refund in respect of the disputed call charges then they should contact the SP to arrange an engineer to visit. However, if the

visit showed a telephone service was installed at his property, then C would remain responsible for the charges, as well as an additional call out charge.

24.0 Mis-selling

24.1

C complained that SP had taken over C's telephone service without permission. C said C had simply agreed for SP to send marketing literature. SP maintained that C had given SP permission to take the phone over.

The Ombudsman concluded that the evidence was mixed. SP had not been able to submit a recording of the sales call, but had pointed out that C had given SP full details, including Direct Debit instructions. Therefore, SP was required to release C from the contract without penalty, but it was decided that SP was entitled to expect C to pay for services while C was a customer.

24.2

C claimed they were not advised they were entering into a contract at the point of sale. When C tried to cancel the account the Supplier charged them an early termination fee. The Supplier explained that C would have received several calls informing them of the minimum term and this was clearly detailed in the welcome pack and Terms and Conditions. C continued to dispute the early termination fee. The Supplier offered to reduce the fee but C declined the offer.

Based on the evidence presented for investigation, the Ombudsman was of the opinion that C had been advised on the minimum period and the early termination fee and this was clearly outlined in the welcome pack. The Ombudsman considered the Supplier's offer to be reasonable. The Supplier was required to fulfill its offer to reduce the early termination fee. C remained responsible for the outstanding account balance.

28.0 Payments

28.1

C was in dispute with SP. C therefore refused to pay SP, until the dispute was settled. SP agreed to put the account on hold. C complained to Otelo, and the Ombudsman issued their Final Decision. As a result of the decision, SP was entitled to pursue C for the amount demanded. After a few months, SP lifted the suspension of its collection activities, and the account was referred to a debt collection company. C complained that SP had not given C a reasonable opportunity to pay the amount demanded. C therefore

wanted SP to remove the adverse information recorded on C's credit file as a result of the account being referred to a debt collection company.

The Ombudsman was of the opinion that C had been given ample opportunity to pay the amount owed after the Ombudsman's first Final Decision had been issued. As C had failed to make a payment, it was decided that SP was entitled to refer the account to a debt collection company. SP was not required to remove the adverse information on C's credit file.

29.0 Premium Rate Services

29.1

C disputed two premium rate calls charged by SP. SP maintained the calls on several occasions and advised C to approach ICSTIS.

The Ombudsman said that had there been a fault with the service then the whole bill would have been in dispute. The Ombudsman could find no evidence to show that the calls were not made from C's landline and so advised C to contact the company responsible for the premium rate calls. The Ombudsman required SP to send a letter of apology for a shortfall in customer service.

34.0 Service Transfer

34.1

C was contacted by SP and agreed to receive the telephone service under pressure. SP transferred the service and began to bill C, but C complained that nothing was agreed. SP failed to fully investigate the complaint and sent the debt to an external agency that began to pursue C for payment. C complained in writing to SP, but did not receive a reply.

The Ombudsman concluded that although C did agree to receive the service, there was some doubt that C understood what was being agreed, as C had only recently moved to the UK. SP had already withdrawn the amount owing, but was required to amend C's credit file, send a goodwill payment and confirm that the account had been cleared to zero and closed.

34.2

C agreed to service with SP on the premise that C's dial up internet service would work. C then discovered that the dial up service would not work and so cancelled the contract

with SP. C had paid an installation fee but after six months C had still not received a refund.

The Ombudsman was concerned that SP had failed to provide C with the refund in six months and this was viewed as unacceptable. The Ombudsman required SP to refund C with the installation fee and award a nominal goodwill payment for the delay and service shortfalls received.

34.3

C signed up for SP's broadband service. SP failed to supply it. After investigation, SP discovered that it had never asked for a Migration Authorisation Code (MAC) to allow it to complete the transfer from C's previous provider. C complained that C's current provider charged more for broadband than SP, and therefore due to the delays, C had incurred additional, unnecessary expense.

The Ombudsman was of the opinion that SP's failure to ask for a MAC constituted poor customer service. The Ombudsman also accepted that C had incurred additional costs due to the delays. SP was required to make a payment to C to recognise this, as well as requesting a MAC.

34.4

C moved home and asked SP to transfer telephone and broadband services to the new address. SP failed to carry out the transfer but continued to send bills. C telephoned and wrote and despite assurances that the matter would be sorted out, SP referred the account to a debt collection agency. C complained to Otelco.

SP apologised for the poor customer service. The Ombudsman required SP to provide a goodwill payment and to ensure that the accounts were closed and the balances cleared and also required SP to send a written apology and confirmation that the accounts were closed with no adverse credit history in relation to this matter.

34.5

C complained that SP had failed to move his services when the Ombudsman changed address despite being given all the information it had requested before the move took place. As SP had failed to schedule the work, C's telephone line had been disconnected and there was a deadline by which the broadband service had to be reinstated, C had had to take out a more expensive package with another SP.

The Ombudsman required SP to reimburse the extra costs of the replacement package and to make a goodwill payment to recognise the failure of customer service.

36.0 Tariffs

36.1

C entered into mobile phone contract with SP online. C disputed GPRS charges and considered the tariff was higher than the one agreed to at the point of sale. SP refunded some of the charges as a gesture of goodwill, but C wanted to cancel the contract without penalty.

The Ombudsman found that SP had responded promptly to C's complaint. However, the Ombudsman required SP to refund the remainder of the disputed charges allow early termination of the contract without penalty.