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## **1.0 Auto Diallers**

### **1.1**

C received a bill from SP including Premium Rate Service (PRS) call charges. C complained to T that C had previously asked for a PRS call bar. SP informed C that SP had no record of such a request being made. Further PRS call charges were incurred after this phone call. SP made a partial credit to C's account, but would not refund all the disputed charges.

The Ombudsman agreed with SP that there was no evidence to show C had previously requested a call bar. It was considered that SP should have applied a call bar after C's phone call, but as it had applied a credit to C's account greater than the further charges, SP was not required to compensate C further for this. SP was required to apply a goodwill credit to C's account to recognise some delays in responding to C's letters.

## **2.0 Billing**

### **2.1**

C informed SP that C's telephone account was on an incorrect tariff. SP failed to recalculate the bills. C informed SP that C was moving home. SP failed to cancel the service. Therefore, the new occupants used the service, and C was charged. C requested Broadband at C's new address. SP could not provide it. However, it set the account up, charged C for several months, and ignored C's complaints.

SP did not dispute any of C's assertions. Therefore, the Ombudsman required SP to recalculate C's telephone bills, waive all telephone charges after C moved home, clear all Broadband charges from C's account and to remove any adverse information passed to C's credit file in respect of C's refusal to pay these disputed charges.

### **2.2**

C contacted SP with issues relating to contract cancellation, disputed charges, billing and poor customer service. SP maintained the charges are correctly raised, but acknowledged cancellation and a poor level of customer service.

The Ombudsman concluded that C had received a shortfall in service and customer service from SP.

It was clear from the evidence provided that C did not receive a level of service and customer service normally expected from SP. The Ombudsman recognised the

attempts made by SP to resolve this complaint and the goodwill gestures applied - SP also expressed its clear apologies for any distress caused to C at a time when was clearly upsetting period for C and family.

Therefore, the Ombudsman required SP to send C confirmation that the account is fully closed with a nil balance and ensure that no further billing is sent along with a full written apology for the overall poor experiences to date.

### **2.3**

C raised an issue regarding receiving disputed charges due to a call limit being raised on the account. SP maintained the charges as correct and that it had acted within its normal terms and conditions.

The Ombudsman was satisfied that SP had not acted incorrectly in raising C's credit limit and that C is accountable for all call usage made on the account. The Ombudsman recognised a service shortfall in relation to the response C received from SP upon attempting to resolve the complaint.

Therefore, SP was required to credit C a goodwill gesture payment against the remaining outstanding balance along with a letter of apology.

### **2.4**

C contacted SP to dispute charges raised on billing received. SP acknowledged C's contact and stated that the charges were for incoming calls reverted to the voicemail facility. The Ombudsman was satisfied that SP has billed C correctly and that the charges relate to calls that were diverted to the voicemail facility. Although, C did not receive a written response to the letter of complaint SP responded by telephoning C and offering a 50% reduction, however this was refused.

Therefore, the Ombudsman requires SP to maintain its offer of a 50% reduction of the disputed charges to C.

### **2.5**

C complained to after receiving an annual reconciliation charge from SP on a business account. SP explained that this was due to C's total call spend not reaching the agreed minimum limit, but C was unhappy stating this should have been reviewed by SP. C also complained that the information provided by SP was misleading and requested the charge to be waived. SP was unwilling to do so and provided a deadlock letter.

The Ombudsman appreciated C's frustration but concluded SP had acted correctly and in accordance with the signed agreement. She also concluded that SP had set the minimum figure in good faith from information provided by SP, and when the call charges did not meet this figure, she considered SP could not be held responsible. No further action was required.

## **2.6**

C cancelled the service from SP, but SP continued to take payment for call charges that were billed late to the account. As C assumed that the account had been cleared and closed, C assumed that SP should not have claimed the amounts owed and instructed his bank to claim the money back under the bank's indemnity scheme. This put C's account in arrears and SP began to pursue C for payment. C paid part of the disputed amount under protest, but SP continued to send letters requesting payment. C complained to SP and SP responded to some, but not all of C's letters.

The Ombudsman concluded that C had been charged correctly and that the credits offered by SP had removed any disputed charges. SP was required to provide a further award for the stress and inconvenience caused and an assurance that C's credit rating had not been affected as a result of this matter.

## **2.7**

C received a large bill from SP in respect of an internet service he cancelled 15 months earlier after moving house. SP failed to provide any information, but C highlighted making numerous calls and letters to SP in an attempt to resolve the dispute. C complained about SP failing to respond and requested that SP should now cancel the full charges in good faith.

The Ombudsman concluded she should believe the information provided by C on the balance of probability. Therefore, she required SP to cancel all charges, but only if C could provide clear evidence of the house move. She also required SP to send a letter of apology, and written confirmation of the account closure. The Ombudsman required SP to ensure that any adverse credit information was resolved and to make a cheque payment as a further goodwill gesture.

## **2.8**

C contacted SP as a handset was stolen whilst abroad and charges were raised. C maintained that SP should waive all the disputed charges. SP stated that the charges are valid and should be met by C as its terms and conditions stated that all accountability for calls of this nature should be met by the account holder, and that the increase in charges could not be noticed any earlier as the call data would take up to 78 hours to be received from the service provider abroad.

Whilst the Ombudsman was sympathetic with C's predicament, she can apportion no blame or accountability for the cost of the disputed calls to SP. There was no clear evidence of a customer service shortfall in this case.

The Ombudsman recommended that to maintain good customer service that SP offers C a repayment schedule to reduce the burden of the outstanding debt. Therefore, no further action is required from SP in this case.

## **2.9**

C disputed calls which appeared on her bill. SP checked its systems and concluded that they were working properly. Therefore, it maintained the charges for the calls.

The Ombudsman was satisfied that SP had taken appropriate action to ensure that it was billing C properly. As no faults could be found she was of the opinion that the company was entitled to expect C to pay the disputed charges. No further action was required.

## **2.10**

C contacted SP with issues regarding incorrect charges and billing. C added that a poor level of customer service was received. SP did not respond to the Ombudsman.

On the balance of evidence provided, the Ombudsman was satisfied that C had been incorrectly charged for services not agreed to or used, and a re-connection fee. It is clear that C has been inconvenienced in the attempts to resolve the issues with SP and that the company has failed to respond or action C's requests.

Therefore, SP was required to send C a full refund of the disputed charges, re-connection fee and a clear breakdown of the amendments made to the account. For C's overall poor experiences to date SP should offer a goodwill gesture payment, by cheque, along with a full written apology. SP should ensure that C's billing is recalculated to reflect the refund stated above for the incorrect charges and re-connection fee.

## **3.0 Broadband**

### **3.1**

C requested SP's broadband service but SP was unable to provision the service due to a fault. C incurred charges for the service and requested to cancel. C experienced a poor level of customer service. SP cancelled C's account and refunded the charges. SP offered a nominal goodwill payment.

The Ombudsman was of the opinion that a considerable shortfall in customer service had occurred. The Ombudsman noted SP's goodwill offer, however she considered that it did not adequately recompense for the shortfall that had occurred. SP was required to increase its goodwill offer and write a letter of apology.

### **3.2**

C was sold a Broadband service on a 14 day trial period. C experienced problems with the service and tried to cancel. SP advised C it was not possible as the cooling off period had elapsed. They found that SP was correct but found that C had experienced a number of problems with SP's service. There were also instances of poor customer service levels.

The Ombudsman the SP to credit C's account with charges equivalent to three month's broadband for poor customer service levels and to clear any surcharges levied on the account for late payment or non payment as a goodwill gesture. C was expected to pay SP the remainder of the charges relating to the Broadband service.

### **3.3**

C cancelled broadband service with SP within the cooling off period. SP did not action this request which resulted in C being unable to acquire a new Broadband provider and access the Internet. C also had payments taken by credit card which SP said it would refund but did not. SP admitted it had not actioned C's cancellation request or issued a refund for payments made.

The Ombudsman said that SP should send C a letter of apology and also refund the payments made. SP to also award a nominal goodwill payment.

### **3.4**

C experienced a fault with SP's broadband service meaning C could not access the service. A fault was reported to SP and after the fault was rectified, C communicated with SP on numerous occasions in order to claim losses due to the fault. SP offered C a settlement but C rejected this and then tried to escalate the complaint but was unhappy with SP's final offer. Once SP had fully exhausted its complaints procedure, a deadlock letter was issue with SP's final, increased, proposal. The Ombudsman found that in this instance SP had dealt with C's complaint in a satisfactory way and had escalated the complaint extremely quickly when requested to. She also found that SP had responded to C's numerous complaints and contacts quickly and notes that SP reviewed the case at every level and offered an appropriate remedy. The Ombudsman found that, as SP had accepted, C did receive a shortfall in customer service throughout the initial fault, however the Ombudsman was satisfied that overall, the recompense proposed by SP was fair and reasonable as a gesture of goodwill for any costs and inconvenience C may have incurred. The Ombudsman required SP to retain the offer it had already proposed.

### **3.5**

C had SP's broadband service and for a short time was pleased with the results, however C started to experience major technical problems that gradually became worse until C had no internet connection at all. C made calls to SP but experienced delays and

waiting times, and also hired a computer mechanic, but to no avail. C tried desperately to contact SP in order to sort out this matter but that SP was oblivious to his complaint. Eventually due to the problems, C requested cancellation of the account and SP granted this without penalty, however as C had cancelled C's payment method, SP chased C for payment of the previous month's charges. C tried to get broadband with another provider however there remained a marker on C's line for over a period of 50 days. The Ombudsman found that SP had tried all it could to combat C's technical problems and welcomed its decision to cancel the account without penalty, however it was clear that C had experienced a shortfall in customer service overall. Therefore the Ombudsman required SP to confirm to C the closure of the account without penalty and with zero balance, provide C a small goodwill payment and apology for the level of service received, ensure that C's line was released and also ensure that C's credit rating had not been affected

### **3.6**

C contacted SP to cancel the broadband account a few days after signing. No bills or equipment were received from SP and C assumed that cancellation of the agreement had taken place. However, C later found that SP had been taking payments from the bank for several months. C complained to SP, but SP maintained that C had never been in contact to cancel the account.

The Ombudsman concluded that as C had never received bills or equipment from SP and therefore had not had use of the service; a full refund of all broadband charges was required.

### **3.7**

C subscribed to SP's broadband service. However, C was unable to connect to the Internet. C called SP and was advised to connect the computer to a telephone socket in another part of C's home. C was elderly, and informed SP that C could not move the computer. SP ignored this and insisted that as C was not co-operating with SP's diagnostic checks that C would have to pay a cancellation charge to cancel the contract.

The Ombudsman was of the opinion that SP had lacked sensitivity in insisting that C move C's computer to a different part of the house. Therefore, SP was required to cancel C's account and clear the amount outstanding.

### **3.8**

C requested a telephone and BB service from SP, but experienced problems with the installation and decided to cancel the service. SP highlighted that the signal in C's area was poor and this was the reason for the technical problems. C complained to SP that bills were received for a very nominal amount when the account should have been cancelled. SP's investigation showed that this was an administrative error, which occurred when it refunded C's advance payment, as the small amount had been left on

the account in error. SP admitted some problems and offered to make a goodwill gesture. C was worried about personal credit rating.

SP concluded that C may not have received an adequate level of customer service. In resolution she required SP to send a letter of apology, provide confirmation of the account closure, as well as an assurance that no adverse credit information had been recorded. The Ombudsman also required SP to maintain its goodwill offer.

### **3.9**

The SP advisor gave C incorrect information which led C entering into a broadband contract. When C enquired about the static IP address SP advised it couldn't supply this facility on a residential line. C claimed compensation. SP admitted its mistake and applied a goodwill credit to C's account. C was not happy. The Ombudsman found that C had been given incorrect information by the SP advisor and as a result incurred costs by entering into the contract. She required SP to provide C an apology and a goodwill credit. Furthermore C was entitled to terminate the contract with SP without penalty.

### **3.10**

C stated that SP was supplying low connection speeds for Broadband and had misled C. The Ombudsman found no evidence of SP misleading C and no shortfall in customer service levels. She required no further action from SP.

## **5.0 Cancellation**

### **5.1**

C contacted SP as after cancelling services was continued to be billed. C added that a poor level of customer service was received upon contacting SP. SP acknowledged that a CPS service was not cancelled correctly due to a system error and that the case was not investigated correctly.

The Ombudsman concluded that C had received a shortfall in service and customer service from SP.

Therefore, SP was required to refund any charges taken from C, offer a goodwill payment, by cheque, for the overall poor experience along with a letter of apology, cease chasing C for payment, ensure that no further billing is sent and confirm in writing that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency.

## **5.2**

The Ombudsman considers SP failed to provide an adequate level of customer service on this case. Despite C's request to cancel the services it has continued to issue bills and it suspended all the services for non-payment, when C had paid for the broadband. The accounts were passed for recovery action.

The Ombudsman concludes SP failed to take appropriate action on this case and has caused C inconvenience. The Ombudsman directs SP to reinstate C's service and ensure it has cancelled the television and telephone accounts with effect from the first request. The Ombudsman requires SP to recall the accounts from its recovery agency and to amend any adverse marks from C's credit history. In recognition of the customer service issues raised on this case the Ombudsman directs SP to credit C's broadband account with six months worth of service charges.

## **5.3**

C contacted SP to request the cancellation of its services, but only one account was cancelled instead of two. This led SP to pursue C for a small outstanding debt that had built up on one of the accounts. C also complained that SP had incorrectly billed C and that a deposit had not been refunded.

The Ombudsman concluded that SP should review C's account and refund any overpayments made by C and the deposit, if appropriate. SP was also required to provide C with written confirmation that the accounts had been cleared to zero and closed.

## **5.4**

C said had cancelled service with SP. C then received a letter chasing for payment four months later. C disputed this with SP and was informed SP had received no cancellation request. C sent letters to SP and SP maintained throughout. C incurred further charges as SP did not cancel the account until it was disconnected for non-payment. SP did not provide a case file so its views were not taken into account.

The ombudsman said that based on the evidence provided C was liable to pay SP for the outstanding balance as it appeared SP had not received the disconnection request from C. However C had received poor service from SP as C was misinformed by SP and also received inadequate responses to letters sent. SP to bring back the debt from the collection agency and refund the outstanding balance with a goodwill payment. C to pay the remaining balance.

## **5.5**

C tried to cancel SP's account. However, because of a technical problem SP could not close the account. Therefore, C continued to be billed, and payments were taken by Direct Debit. C requested that SP refund the overcharges. SP failed to do so.

The Ombudsman required SP to refund the amount taken in overcharges. She also required SP to ensure that C received not further bills; that the account would not be referred to a debt collection company and that C's credit file would not be affected. To recognise the fact that SP had failed to refund the overcharging over a considerable period of time, SP was also required to make a goodwill payment to C.

## **5.6**

C agreed to a bundle of services with a retailer and one of the services was for calls with SP. C said that C had requested cancellation of the service but this did not happen. SP said it had received no such request. C said that C requested cancellation two more times and neither were acted upon. SP said that C had to contact network provider in order to cancel the service with SP. C said that SP advised C that all charges for service would be removed. SP had no record of this.

The Ombudsman said that C was liable to pay SP for any calls made. If C wishes to pursue complaint further then C must approach retailer. C urged to make payment to SP for outstanding balance of calls.

## **6.0 Carrier Pre-Select**

### **6.1**

C disputed CPS service with SP. C continued to be billed for calls by SP until service transferred to preferred supplier. C disputes all calls and requested a refund. SP maintained that calls were correct but did credit the account with nominal goodwill payments.

The Ombudsman said that C had received a shortfall in customer from SP. SP set up account incorrectly, did not inform C on how to cancel service and change provider and also did not adequately respond to C's letters. The Ombudsman required SP to credit C with a nominal goodwill payment. She confirmed that C was liable to pay for calls.

## **8.0 Customer Service**

### **8.1**

C cancelled an account with SP but complained that SP had not previously advised of the termination fee. SP claimed that the fee had been discussed during the sales call. C asked for a copy of the recording but claimed that SP did not provide it. C also claimed that SP had not responded to letters of complaint or advised of the fee prior to cancellation. However, C had changed address and not provided details of a forwarding address for contact from SP. C later found that letters had been sent to the old address.

The Ombudsman was unable to identify any evidence to suggest that there had been a shortfall in service. It was clear that SP had sent correspondence to C and it was possible that some of the letters had not been passed on to C. The Ombudsman required SP to issue a copy of the contract recording. In the event that the contract terms had been notified no further action was required of SP. In the event that the recording showed the details had not been discussed, SP was required to clear the termination fee, apply a goodwill credit and ensure that the credit reference agencies were notified of the amended status of the account.

### **8.2**

C complained that SP had misrepresented itself during a sales call. The service was provided but C felt that the charges had been applied incorrectly and that some charges were also being paid to another provider. C claimed that SP agreed to refund the charges but failed to act on this request. C wrote to SP to complain about the standard of service but did not receive a response. C asked to be released from the contract without penalty but SP held C to the minimum term.

The Ombudsman was of the opinion that the SP had provided accurate information regarding its status as a service provider and she could find no evidence to suggest that SP had misrepresented itself to C. In view of this the contract was considered to be valid and the Ombudsman could see no reason to require SP to cancel the contract without charge. However, it was clear that there had been a shortfall in customer service and that charges applied to the account were incorrect. SP was required to issue a refund of the incorrect charges and also issue an apology and small goodwill payment for the shortfall in service.

### **8.3**

C claimed to have requested the cancellation of their account. SP stated that C did request cancellation but then decided to stay with the company. C disputed the charges on their account and said they had changed providers. SP provided proof of C's contacts with it to confirm they had queried their account and requested additional services. C claimed to have made a payment that was not added to their account.

The Ombudsman was not presented with any evidence to support C's cancellation request or that would bring doubt to SP's case file. The Ombudsman recommended that C provide SP with proof of their payment to ensure that this was credited towards their account.

#### **8.4**

C cancelled an account with SP but following delay there was a dispute as to the closing balance to be paid. The dispute became protracted with SP adding administration charges and then accepting they were wrong. Whilst matters were awaiting clarification SP entered a default on the credit reference file held in relation to C. Further dispute flowed from its actions but SP refused to remove the default but did mark it satisfied. SP refused to remove the default on the grounds that it was not put on the file in error. The Ombudsman found that in the circumstances SP was wrong to place the default on the file and that it should be removed.

#### **8.5**

C agreed to be provided with a system to be provided by SP through its agent on the understanding that it would be free. On discovering this was not the case C cancelled within the initial cancellation period. Another of SP's agents subsequently called on C and it was agreed that the lines would be provided for a term of twelve months although the standard printed agreement stated thirty six months as a minimum. C stated that SP's agent had confirmed that the agreement would only be for this twelve month term. C subsequently discovered that this was not the case and again cancelled the agreement. SP agreed to cancel the system and C agreed to be provided with the lines. SP had also raised duplicate charges in error and promised to refund these to C's account. C chased the payments and also the deposit paid for the agreed cancelled service but SP failed to make the promised return calls and maintained that it was entitled to keep the deposit in respect of incurred charges in accordance with the agreement. C stated that a copy of these had been promised but not received.

The Ombudsman considered that SP and C had agreed to different terms, following the Agents calls, which had the effect of making the agreement as though it did not exist. For the agreement to succeed the parties should be aware of the same terms. C had been reasonable in agreeing to continue with the lines and cancel the system but SP had failed to make the promised credits to the account for the duplicate charges raised in error and kept the deposit paid. As a result of the failures to agree and fulfil the terms SP was to refund the deposit, credit the account with the overcharging and provide an accurate statement of account. C was to be allowed to cancel the agreements without penalty but was responsible for call charges incurred through use of the lines. In recognition of the lack of customer care through not returning telephone calls or taking the agreed action a goodwill payment was to be made to C.

## **8.6**

C asked SP to cancel a contract at the end of the minimum term. SP failed to act on the request and continued to bill C. C wrote letters of complaint to SP but SP failed to respond. C paid the final balance once SP had agreed to cancel the service but remained unhappy that SP had charged for services that had not been used.

The Ombudsman was of the opinion that there had been a misunderstanding when the cancellation request was made because SP understood that C was to call again regarding an upgrade. The Ombudsman also noted that SP had made efforts to contact C but the details were out of date. Despite this, the Ombudsman was satisfied that SP could have responded more appropriately to the initial cancellation request and further action was required. SP was required to refund payments made from the date of cancellation and to ensure that the matter had not affected C's credit rating. In addition to this, SP was required to issue a goodwill payment for the shortfall in service.

## **8.7**

C contacted SP on a number of occasions trying to resolve a complaint. Despite numerous promises by SP to carry out the required actions on the account it failed to do so. SP stated that it carried out the necessary actions on the account by applying credits to the account to rectify its discrepancies. SP denied receiving contact from C prior to a certain date and therefore cancelled the account late.

Following a review of the case by the Ombudsman she found that the earliest supporting document supplied by C to her was dated 1 November 2004. From the information available it appeared that SP had already applied sufficient credits to the account for the discrepancies made on its part. Although there was no direct evidence available to the Ombudsman to suggest C contacted SP prior to 5 November the Ombudsman was of the opinion that on the balance of probabilities it was highly probable that C did contact SP as this was shown by C's November email and mentioned this in nearly of all its correspondences with SP after November. The Ombudsman required SP to apply a goodwill payment to C's account to bring the matter to a suitable closure and furthermore apply the International call plan to C's account.

## **8.8**

The Ombudsman concludes SP did not demonstrate an adequate level of customer service on this case. Had it returned C's calls and answered the enquiries as promised the Ombudsman considers SP would have retained C's business.

Based on the information made available to her, the Ombudsman considers C was not advised of the terms and conditions of his contract nor was he advised of how to cancel. C requested to cancel the services during the cooling off period and the Ombudsman considers it reasonable to action this request accordingly. The Ombudsman directs SP to remove the rental charges and early termination charges from the outstanding

balance. The Ombudsman directs SP to recall the account from the recovery agency and ensure any negative entries against C's credit history have been amended.

The Ombudsman considers C remains liable for the cost of the handsets that have not been received at SP. However, because of SP's failure to provide advice on how to follow its returns procedure, the Ombudsman considers SP should maintain the cost of only one of the handsets.

## **8.9**

The Ombudsman concludes C experienced a shortfall in customer service on this case. From the outset of this case was inconvenienced and had to complaint that SP failed to provide the services C had been sold. C then reported problems with the accounts and that SP had collected payments by both direct debit instruction and from a debit card that it was not authorised to do. Whilst the Ombudsman welcomed SP's offer to refund the overpayment to C's new account there is no evidence this action has been completed. The Ombudsman directs SP to investigate this matter and provide a credit refund to C's account without delay.

In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill credit to the account. The Ombudsman directs SP to issue a formal letter of apology with an assurance that C's credit history has not been adversely affected by its actions. She also requires SP to cease its demand for payment and recovery activity. The Ombudsman requires SP to review C's account and set the monthly collection at the correct rate for future payments.

## **8.10**

C arranged telephone and broadband services with SP. The installation did not take place as arranged and subsequent complaints failed to resolve matters. In addition, SP collected a payment from C's bank account. SP accepted that there were service issues and stated it was looking into the processes involved.

The Ombudsman required SP to investigate whether C still required its services and to act accordingly on C's instructions. SP was to refund the payment it collected and provide a small goodwill gesture to C.

## **8.11**

C contacted SP and was advised that a credit would be applied to C's account. However, SP failed on several occasions to provide the credit and C had to chase SP for the payment. As the credit was not forthcoming, C requested a cheque, but again SP failed to action the request. C complained to SP in writing and although SP made a call to contact C, C was unavailable and SP failed to call back. The payment was eventually received by C, but C requested some compensation for the expense of chasing SP for the payment and for the inconvenience caused. SP later offered C a goodwill payment and a letter of apology for the poor customer service C had received.

The Ombudsman concluded that the offers made by SP were fair and reasonable and required SP to provide C with a goodwill payment and a letter of apology. SP was also required to confirm to C that the account had been cleared to zero and closed.

### **8.12**

C's handset was barred and SP stated that it thought the handset had been stolen. SP was unable to remove the bar and C continued to incur line rental charges. C made several complaints to SP which was ignored. C experienced a poor level of customer service. SP refunded the line rental charges incurred by C and made a goodwill offer.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. However, she noted SP's goodwill offer. SP was required to fulfil its goodwill offer and ensure that the line rental charges had been refunded. SP was required to write a letter of apology.

## **12.0 Disputed Charges**

### **12.1**

C received bills from SP for a service that wasn't originally requested. Despite C informing SP months after it was activated that the service had never been requested the bills continued to be received by C. C's credit rating was also affected. SP advised the Ombudsman that the charges were valid. The Ombudsman notes that the account had been originally migrated to SP from another service provider which was taken over by SP. She noted there was no usage on the account. She required SP to provide C assurance that both of the accounts were closed displaying nil balance; to provide C a full refund from the date SP started making withdrawals on the account provided there was non usage on the accounts. She required SP to provide C an apology for poor customer levels and in recognition a goodwill payment for the inconvenience that had been caused to C due to C's credit rating being affected; and to provide C assurance that the adverse information recorded against C's name had now been removed or amended by SP.

### **12.2**

C disputed charges for calls to a premium rate service (PRS) number. SP had notified C of the unusual usage on the account and placed a preventative call bar on the account. SP also maintained the charges and provided details of the outcome of its investigation. C refused to accept that the calls had been made as suggested and continued to dispute the charges. SP provided contact details for the PRS company but C did not act on the advice given.

The Ombudsman was of the opinion that SP had provided an appropriate standard of service and that the advice given was satisfactory. The Ombudsman was also of the opinion that SP had acted appropriately by placing a call bar on the line whilst the matter was investigated. The Ombudsman did not require any further action of SP and C was advised to follow the advice previously given in order to seek a refund of the charges.

### **12.3**

C agreed to a service from SP but was mis-lead over the charges. When C requested to cancel the contract SP applied a termination fee.

The Ombudsman considered there had been confusion for C over the terms of the contract and required an apology and goodwill payment from SP. She also required C to be allowed to cancel the contract without penalty.

### **12.4**

C subscribed to SP's separate broadband and telephone services. C realised that if C transferred the two accounts to one bundle package the charges would be lower. C requested SP to do this. SP failed to complete this transfer for several months. C complained that SP had ignored several requests, and that C had had to continue to pay the higher charges.

The Ombudsman was of the opinion that SP should make a credit to C's account equivalent to the difference between the charges C continued to pay and the charges for the bundle package C had requested being transferred to. SP was also required to make a goodwill payment to C to recognise the inconvenience caused.

### **12.5**

C requested for a credit limit to be set on their account but then their monthly bills went over the limit. SP stated that a credit limit was not guaranteed as it had to rely on a third party for call data information, which was subject to a delay. C experienced a poor level of customer service.

The Ombudsman found SP's explanation for why a credit limit cannot be guaranteed to be reasonable. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

### **12.6**

C claimed they contacted SP to enquire about a number change but when they were advised on the associated charge, they decided not to go ahead with the change. However, SP changed C's number and raised the charge on their account. C disputed this and SP stated that C had requested for the change to go ahead. C experienced a

poor level of customer service. SP applied a nominal goodwill credit to C's account and offered to credit the number change fee.

It remained inconclusive if a firm request for a number change was made or whether an element or miscommunication had occurred. The Ombudsman welcomed SP's offer to credit the number change fee. Although the Ombudsman was of the opinion that a shortfall in customer service had occurred, she found SP's previous goodwill credit to be satisfactory. SP was required to fulfil its offer to credit the number change fee and it was required to write a letter of apology.

### **12.7**

C disputed charges on their account and complained to SP. SP responded to C but failed to carry out an investigation. C experienced a poor level of customer service.

The Ombudsman took into consideration the shortfall in customer service that had occurred and that there appeared to be no firm evidence to substantiate how the disputed calls were generated, and she considered that both SP and C should share the responsibility of the disputed call charges. SP was required to provide a goodwill credit equivalent to a proportion of the call charges.

### **12.8**

C received bills from SP after moving service to another provider. Despite contacting SP that the bills were incorrect SP didn't respond back. SP advised the Ombudsman that due to a system error it led to incorrect generation of bills. C proposed a refund, apology, recall the debt. The Ombudsman required SP to provide C a goodwill payment in addition.

### **12.9**

C received notification from SP of high-unbilled usage. C complained that the charges had been incurred whilst the handset was switched off and whilst C was on holiday. SP investigated the charges and found that the calls had been billed correctly. C continued to complain that the number was not recognised but SP explained that the number was still being dialled. SP offered a goodwill payment to the account, which C accepted but C then asked for a refund of the payments made towards the disputed charges because SP had not notified of the charges sooner.

The Ombudsman was of the opinion that SP had acted appropriately in respect of the issues raised. SP had notified C as soon as possible of the charges and confirmed that the number had been dialled from the handset. C had admitted that the handset was out of C's possession for some time whilst on holiday. Therefore the Ombudsman considered the charges to be valid and payable by C. No further action was required of SP.

### **12.10**

C complained to SP about charges for internet connections. C claimed that the number had not been dialled and refused payment. SP provided an explanation for the charges and also provided details of its own action to prevent payment to a company that might have been acting inappropriately. C was not satisfied with the outcome and wrote to SP. C claimed that SP failed to respond to the complaint appropriately, although SP provided evidence of its responses and suggested action.

The Ombudsman was of the opinion that SP had provided a satisfactory service and the correct advice had been given to C. The Ombudsman was also of the opinion that the charges had been raised correctly. No further action was required of SP and the Ombudsman could see no reason why C should not pay the outstanding balance on the account.

### **12.11**

C called SP to cancel services on behalf of an elderly and unwell relative. SP did not act on the instructions which were sent in writing. It is noted that these instructions did not have the signature of SP's customer (the elderly relative). It is accepted that SP may not have been able to act on these instructions but it was poor customer service for it to fail to respond with an explanation and a form of authority to be signed. The problem was made worse when SP continued to deliver invoices and failed to provide call backs.

The Ombudsman required SP to treat the account as cancelled in accordance with the original letter, to provide a small goodwill gesture credit and a closing balance for the account. SP was also to provide a letter of apology and its proposals for the collection of its equipment.

### **12.12**

C complained to SP after noticing that his calls were receiving extra charges for using a Type Talk service. SP explained that the charges were correct and that it did not offer reductions enjoyed by customers of another service provider. C was unhappy with this situation and felt SP was being discriminatory towards a deaf person. C requested that all calls should be charged at the same rate as a hearing person. C continued to complain and highlighted that SP failed to provide promised call-backs and failed to respond to some letters. In response SP stated it had tried to call C and confirmed that if C had registered as a disabled person then the account would have benefited from a further reduction.

The Ombudsman concluded that SP had been provided with many opportunities to advise C about this reduction scheme, but had failed to provide the relevant information. She considered she could not dispute SP's charges as this was a commercial decision over which she had no jurisdiction. However, she concluded on the balance of probability that C had received some poor customer service. In resolution she required SP to send a letter of apology and reduce the outstanding balance with a goodwill credit.

### **12.13**

C had been making calls to a quiz via SP's service and was then contacted by SP to advise of an increased balance. C advised C would not increase this and believed the line to have been suspended. C therefore transferred to another supplier and used a prefix in order to carry the calls. However, more calls were then made increasing the billing total to which C disputed making, as C was using the prefix. The Ombudsman found that C's account was not suspended initially but was of the opinion that SP could have actioned this as C had advised C would not pay. However the Ombudsman also noted that C accepted making such calls previously and also found that other non disputed calls were carried over SP's network at the same time. The Ombudsman could find no reason to say why C should not be liable for the calls however she did consider that SP could have barred such calls at an earlier stage. Therefore the Ombudsman required SP to apply a goodwill payment to the outstanding balance.

### **12.14**

C contacted SP and asked for an account to be closed. C did not close the account and continued to take Direct Debit payments from C's bank account for the service. Some months later C discovered that C was still being charged and C contacted SP to ask for a refund. SP disputed the date on which the account was to be closed but agreed to provide C with a refund in respect of overcharging. The refund was not forthcoming and C sent letters of complaint to SP that were ignored.

The Ombudsman noted that both parties accepted that the account should have been closed albeit they disputed the date on which this should have taken place. The Ombudsman was satisfied from the information contained in the account record that the date SP had provided was the effective date and the refund should be accounted from then. The Ombudsman also commented that she wondered why C had not cancelled the Direct Debit payments when the account was closed as C had a responsibility to do this.

SP told the Ombudsman that the refund had been delayed by administrative failures but C would be refunded accordingly. The Ombudsman concluded that there had been customer care failures on the part of SP and she decided that SP should make a small goodwill gesture and send C a letter of apology in respect of these.

### **12.15**

C was receiving services from SP when C was declared a bankrupt. In the proceedings SP was named as one of the creditors. As required under bankruptcy regulations, C sent a letter to SP to advise it that he had been declared a bankrupt. SP appeared to have ignored this and continued to send billing to C and added further new charges to the account.

The Ombudsman concluded that C had rightly informed SP of C's status and SP should have put C's account on hold, withdrawn all services and sought the outstanding balance at that time through The Official Receiver. It appeared to the Ombudsman that SP had not done this. The Ombudsman decided that SP should withdraw charges

applied to the account after C had informed SP of C's status and if it wished to do so, should seek the arrears on the account by making representations to The Official Receiver.

## **12.16**

C experienced a Broadband connection problem that was caused by a PSNT fault and as a result C was without such a connection for six days. In the interim period C decided to use a Dial-up connection to the Internet and as a result C incurred call charges. C believed that SP should pay the Dial-up charges but SP refused to do this. C then cancelled C's Direct Debit payment arrangements and sent SP cheques for part of the outstanding balance on the account. C did not meet the full charges on C's account and as a result SP disconnected services for non-payment.

The Ombudsman considered SP's Terms and Conditions and noted that SP was not responsible for any faults outside of its control and that payment by cheque was not an acceptable form of payment. The Ombudsman noted that there was nothing in the Terms and Conditions which stated that SP would meet charges for an alternative connection method and in her opinion SP was within its right to take the action that it did.

The Ombudsman did however comment that it did not seem right that C should be charged for a service C was unable to receive. However, she noted that SP had already made goodwill gestures to C which covered the charges C would have paid during the period C was without the service.

## **13.0 Equipment**

### **13.1**

C transferred services to SP but when placing the order the advisor dealing with the order did not ask whether there were any extensions. In the event there were. C was left in a position of having to remove the extensions and rewire matters. SP later accepted that it had not asked the relevant questions and could see little more it could do other than apologise. C was awaiting a letter of apology but due to a mix up SP closed the file as resolved.

The Ombudsman found that there was a shortfall in customer service and required SP to provide an apology and a small goodwill gesture. In addition SP was to provide contact details for someone qualified to provide advice in the event that C was concerned and if necessary to authorise a visit from an engineer.

## **14.0 Faults (Equipment)**

### **14.1**

C had a fault with services from SP. An engineer's visit was arranged and the fault was found to be with C's equipment. SP therefore applied a charge which C complained was not previously notified. C stated that if a charge was to be levied the appointment would not have been agreed. SP investigated the complaint and could find no evidence that C was alerted to a possible charge being levied. SP agreed to waive charges.

The Ombudsman considered the actions suggested by SP were appropriate and required SP to ensure the suggested goodwill payments were credited.

### **14.2**

After agreeing a contract with SP, C began to experience problems with C's handset and also considered C's billing to be high. C complained to SP about the handset faults and SP repaired the handset and provided C a goodwill payment, but as the faults continued, SP replaced C's handset. C also complained to SP about C's high billing and SP advised it was due to PRS texts and internet usage. SP advised C how to prevent such texts and also explained C internet charges, but C was not happy and decided to cancel. C had also withheld payment and sent letters to SP. C only received one response however SP referred the matter to a debt collection agency. Based on the information that was made available the Ombudsman was satisfied that SP had acted appropriately in advising C about C's charges etc and also in handling C's handset issues. The Ombudsman noted that most references were to do with one of SP's retail stores that she had no scope over. Although the Ombudsman could see no reason why C should not remain responsible for the charges, she did consider that SP offer C a small goodwill payment, as a credit to C's outstanding balance, as recompense for SP's lack of response to C's other written complaints.

## **15.0 Faults (Line)**

### **15.1**

C experienced a very intermittent service from SP and requested cancellation. SP investigated and agreed that C had received poor customer service and suggested account closure without penalty and a goodwill payment.

The Ombudsman agreed and required SP complete its offers.

## **15.2**

C complained to SP after the telephone line was disconnected for six days. SP stated this was due to problems with the service line provider, but admitted that further billing and cancellation errors occurred. C made many calls and letters to SP and complained of being unable to resolve the problem. As a goodwill gesture SP stated it was willing to cancel the telephone account and all charges, but highlighted that C would remain responsible for the broadband charges as C had failed to fulfil the contract.

The Ombudsman concluded that while a lot of the line problems may have been outside of SP's control, no one at SP had taken control of the situation and there was evidence of poor customer service and further errors being made. In full consideration of these points she required SP to cancel both accounts, including all charges as a goodwill gesture. She also required SP to send a letter of apology and ensure that any adverse credit information was removed. SP was also required to provide written confirmation of all actions.

## **15.3**

C's telephone line developed a fault. C reported it to SP. SP failed to repair the fault for over two months, during which time SP missed two appointments. C complained to SP. SP made C an offer to credit C's account as a goodwill gesture. C did not feel the amount offered was sufficient.

The Ombudsman accepted that C had been inconvenienced because C could not use C's telephone for so long. However, she also felt SP's offer was reasonable, and required SP to apply the credit to C's account.

## **19.0 Installation**

### **19.1**

C suffered loss of service for over a month, which was due to no wiring from telephone exchange to the building. SP offered compensation to C via the wholesaler. The Ombudsman recommended C to accept and accepted SP's explanation that it was not responsible in this case as it was relying on the wholesaler to carry out the installation of the service. The Ombudsman required SP to provide C a goodwill gesture for not responding to C's written correspondence in writing addressing outstanding issues.

### **19.2**

C contacted SP with issues relating to disputed installation charges and poor customer services. SP maintained the charges as correct and stated that an appropriate level of

customer services was offered. SP added that a credit was applied to C's account for the loss of service.

The Ombudsman concluded that C had received a shortfall in customer service.

On the balance of evidence provided, the Ombudsman was satisfied that in order for C to receive full telephony services, a new line installation was needed and therefore all charges raised should be met by C. However, the Ombudsman found it probable that C was inconvenienced in attempting to resolve the complaint.

Therefore, keeping in mind the credits applied for the line rental, SP should offer C a credit against the outstanding balance on the account along with a letter of apology for C's overall poor experiences.

### **19.3**

C ordered, amongst other services, a Wireless Router Internet service from SP. SP arranged a date for installation but following a site survey on the day before the arranged date SP came to the conclusion that the work needed more manpower than initially thought. SP contacted C to cancel the appointment. C was unhappy about this but agreed to a new installation date. When SP called on the new date its Engineers did not have the necessary equipment to facilitate the installation and as a result C refused them access. Further appointments were made but again the Engineers did not turn up with the equipment that C had ordered.

C complained to SP and SP applied credits to C's account for delayed installation which C accepted. C sent a letter of complaint to SP asking for compensation and for the problems C faced to be resolved. SP sent an acknowledgement letter but did not provide a detailed response to C.

C then cancelled the account with SP and SP removed the credits that it had applied to the account.

The Ombudsman concluded that installation did necessitate the actual presence of C therefore C could not claim compensation for loss or time away from work. However C had been inconvenience and this had been addressed by a goodwill credit.

The Ombudsman decided that SP should restore the goodwill gesture for the delayed installation and that it should send C a letter of apology.

## **24.0 Mis-selling**

### **24.1**

C was contacted by SP and believed the call was from the current provider. C later found out that the call was from another company and therefore contacted SP within the

designated cooling off period. However SP proceeded to transfer C's line and received bills and incurred charges. On the balance of the evidence provided and the recent ruling by the regulator, Ofcom, about SP, it was decided there was no contract in place. The Ombudsman required SP to terminate the contract without penalty and with a zero balance, provide C an apology, goodwill payment and confirm that C's credit status had not been affected as a result.

## **24.2**

C contacted SP with issues relating to mis-selling, termination charges and disputed call charges. SP maintained the call charges as correct and refuted C's claims of mis-selling. SP stated that it was willing to clear the termination fee but maintain the call charges.

The Ombudsman recognised the difficulty of being able to conclusively prove C's claims of mis-selling. However, on the balance of evidence provided the Ombudsman considered that C has entered into the contract agreement willingly and has clearly signed an acceptance of SP's terms and conditions, which would normally include termination charges for wanting to leave the agreement early. The Ombudsman was satisfied that the offer made by SP was reasonable in the circumstances and suggests to C that he gives it some consideration.

Therefore, SP was required to maintain its offer to credit the termination fee, including VAT and a full breakdown of the disputed call charges. However, C was accountable for the unpaid invoices for services used, plus VAT.

## **24.3**

C contacted SP with issues relating to mis-selling, disputed charges, cancellation and poor customer service. SP provided evidence for consideration but did not make comment on the raised issues.

On the balance of evidence provided, the Ombudsman considered that C had been inconvenienced regarding being mis-advised about set up fees, but was satisfied that SP has acknowledged this error and applied a credit to reflect this. However, C had not received a level of customer service normally expected.

Therefore, SP was required to send C a full and clear breakdown of the account, showing what credits have been made and what they relate to, offer a additional credit along with a full letter of apology.

## **24.4**

C found a mobile phone contract via the internet and then went to SP's store and it agreed to match the offer. C accepted this and begun the contract. Several months later C went back to the store as C was unhappy at receiving bills higher than usual due to not having the full quota of minute allowance. SP maintained that it had provided C

with the signed agreed contract and maintained the charges were correct. C formally complained to SP and refused payments. C's phone was then disconnected and C emailed SP's Chief Executives Office. SP replied and advised that the contract was signed and agreed by C, and that the charges were correct. SP applied a goodwill credit to C's account for any inconvenience caused but C refused this. In this instance the Ombudsman was satisfied that C had agreed to the contract that was currently in place and saw no reason why SP should be liable for the call charges C had made. The Ombudsman welcomed SP's goodwill credit and was satisfied that SP had responded to C's complaint fairly and adequately. The Ombudsman required no further action from SP and recommended that if C wanted to complain about SP's retail stores, C should contact C's local Trading Standards Office for further advice.

#### **24.5**

C received a telephone call from SP asking if C would like to become a customer. C maintained that SP falsely represented that it was a part of BT. C says C made a conditional agreement to contract with SP but wanted to examine the contract terms first. When the paperwork arrived, it was clear that SP was not a part of BT so C declined to enter into a contract. SP still took over C's telephone lines against C's will. SP subsequently cancelled the contract and charged a substantial termination fee. SP chose not to conduct an investigation or report to the Ombudsman. SP had told C in a letter that C had entered into a verbal contract. The Ombudsman found that SP had not proved its case. C claimed verbal misrepresentation. As SP had not taken the opportunity to refute this allegation, the Ombudsman found that its salesperson had verbally misrepresented that SP was a part of another SP. C claimed to have written on a number of occasions and had supplied copies of C's letters. The Ombudsman found that failing to reply to C's letters amounted to poor customer service. The Ombudsman required SP to waive its termination fee and to write to C apologising for its salesperson's verbal misrepresentation. She also required SP to pay C a sum to reflect both this and the poor customer service C had received.

#### **24.6**

C received a sales call from SP and C explained that C was not prepared to enter into an agreement on the telephone; C discussed the features of one package and at the end of the call was asked to answer questions on terms and conditions. C maintains that at no point did SP inform C that a 12 month contract had been entered into. SP sent the wrong information and C contacted SP and tried to terminate the service. Initially, C was informed that C was outside the cooling off period and then that the request should have been put in writing.

The Ombudsman is disappointed that SP has failed to submit a case file. The Ombudsman requires SP to release C immediately from his contract with no penalty and to write off his arrears and to ensure that the account is closed. The Ombudsman requires C to confirm in writing that the account is closed and the balance nil. The Ombudsman is concerned about the selling techniques employed in this case and the limited seven day cooling off period offered to potential new customers.

#### **24.7**

C claimed SP misadvised about the phone being on pay as you go. SP maintained the contract.

On the balance of evidence available there was insufficient evidence to substantiate whether or not C was misadvised about handset not being on the pay as you go tariff. The Ombudsman felt that the onus was on C to check what C was signing wasn't a contract for services. However, the Ombudsman found that C had received poor customer service levels from SP as it failed to respond to C's complaint within a suitable timeframe and for this she required SP to award C a goodwill payment.

#### **24.8**

C contacted SP with issues relating to miss-selling, disputed payments, disconnection and poor customer service. SP maintained that the call charges were correct and that the restriction was due to non- payment.

The Ombudsman was satisfied that SP was warranted in restricting C's service for non-payment and the continuing restriction for the remaining balance of the minimum contract term. There was no evidence of any customer service shortfalls in this case. Therefore, no further action was required from SP in this case

#### **24.9**

C contacted SP with issues relating to mis-selling, cancellation, disputed charges and termination fees. SP maintained that the contract was entered into willingly and there was no miss-selling. SP stated that the disputed charges related to a termination fee.

The Ombudsman finds that although C had clearly accepted the contract and terms relating to the agreement, C made a request to cancel before switch over date. As set out in the SP terms and conditions and Code of Practice, any cancellation request made before the switch over date, (which is normally at least ten working days) would be accepted without penalty. C made a request after six days and this has been confirmed by SP.

Therefore, SP is required to release C from the contract without penalty along with a letter of apology. C should pay for any call usage made (if any). SP should confirm in writing to C that the account is fully closed and ensure that no further billing is sent.

#### **24.10**

C received telesales call from SP offering to transfer his telephone services. C believed he was still dealing with another party and agreed to the service. On receipt of a letter from third party to advise that his services were transferring to another company C rang to cancel the transfer. SP went ahead and transferred C's services. On receipt of the first bill C telephoned to complain and again asked to cancel. SP disconnected his services without notice and required C to pay before reconnecting. C paid as he had an alarm

system linked to his telephone service which had been disconnected. SP then deducted the early termination fee from C's account. SP refused to refund any of the payments and maintained the bills for call charges.

The Ombudsman accepted that C believed that he was still dealing with third party and telephoned to cancel prior to the service commencing when he realised that SP had no connection with the other party. The Ombudsman was also concerned that SP disconnected C's service without notice and charged double the quoted price on the first invoice and then deducted the full early termination fee without consent. The Ombudsman required SP to refund all line rental and early termination fees charged to C's account. C had not provided details of his business loss and the Ombudsman was not able to consider this claim for compensation. However the Ombudsman required SP to credit all the call charges on the account to compensate C for the poor customer service and for the inconvenience caused by the disconnection of the service.

#### **24.11**

C contacted SP to raise an issue of mis-selling and added that a poor response was received from SP. SP refuted that it had mis-sold C at the point of sale and maintained that after a conformation call full agreement was given by C.

On the balance of evidence provided, the Ombudsman could not find any clear evidence that C was mis-represented at the point of sale. If wishing to cancel the agreement, the Ombudsman believed that C had the opportunity to do so within the cooling off period which is set out in SP's terms and conditions. C also gave a clear acknowledgement of agreement of services during a conformation call to SP and could at this point cancel the agreement if unwilling to remain in the contract.

However, C did not receive a timely response to the sent correspondence and this is a shortfall in customer service by SP.

Therefore, SP should send C a goodwill gesture payment along with a written apology for the shortfall in customer service.

#### **24.12**

C was receiving services from another provider when SP contacted C's relative by means of a sale call. C's relative agreed to the transfer of services over the telephone and was subsequently sent a welcome pack that set out the terms and conditions of the contract.

C discovered what had taken place and decided that C did not want SP's services. C halted the transfer of services before it took place. SP refused to accept this and successfully reapplied for C's line. SP then charged C for services and when C made representations that C did not want the services and asked for cancellation, SP said that it would apply early termination fees to the account.

The Ombudsman commented that C was running a small business and C had been the person receiving the services prior to SP taking them over. C's relative had no right to agree to a transfer of services without C's consent, and there was no evidence of this.

The Ombudsman also commented that C also had a right to cancel the order before services were transferred and C had done this. SP should therefore not have reapplied to take over the services after C's cancellation.

The Ombudsman decided that SP should close the account it had opened in C's relative's name for C's business, and should withdraw any termination or early cancellation charges applied to the account. SP should also, as a gesture of goodwill, write off the call charges it had applied to C's relative's account, for services C had not wanted.

### **24.13**

C complained that SP mis-sold a contract and disconnected services. SP refuted both counts and provided details to support it.

The Ombudsman found the terms explained in the verbal agreement were not sufficiently clear and required SP to allow C to cancel the contract without financial penalty. SP was also required to apologise and waive late payment and reconnection charges as a goodwill gesture.

### **24.14**

C was approached by one of SP's sales representatives and offered a telephone and TV package. However, when C received the first bill C discovered that the representative had misled her over the charges for the package. C complained. SP agreed to cancel the TV package, but C chose to retain the telephone package. C later asked to cancel the telephone package, but SP refused to allow this.

The Ombudsman was of the opinion that the evidence suggested that C had been mis-sold the TV service, but was satisfied that SP had taken adequate action to refund charges and compensate C. She considered that SP should have allowed C to cancel the telephone service when C had requested this, as nowhere in the Terms and Conditions did it state that C was tied to the service. SP was therefore required to cancel the telephone service and backdate the charges.

### **24.15**

C said that SP had advised call costs would be cheaper but on receipt of bills C disputed this with SP. SP did not respond so C cancelled the payment method. SP then disconnected the service twice and charged a reconnection fee each time. SP then responded to C and advised a termination fee would not be charged but did not respond to the call cost issue. SP did not provide a case file.

The Ombudsman said that based on the evidence provided C had received mis-advice from SP and poor customer service. SP to award C with a goodwill payment and refund the reconnection charges.

#### **24.16**

C was approached by a sales representative, who sold her a business contract with a service provider. The sales representative then began working for another service provider and approached C again. C agreed to transfer services to the representative's new company and entered into another business contract. As a result C's original service provider applied early termination charges to C's account. C contacted C's new provider (SP) and asked to cancel the contract with it early but SP would not do this without applying an early termination charge to C's account. C complained that SP had mis-sold the contract.

The Ombudsman examined the documents that C had signed with SP and noted the number of entries against which C had signed. The Ombudsman saw that C was unable to provide any evidence to support the claim that SP's sales representative had mis-led her.

The Ombudsman came to the conclusion that on the balance of probabilities C had not been mis-sold the contract and if C cancelled it early C would be responsible for any penalty incurred by this. The Ombudsman decided that there had been no wrong-doing on the part of SP in this case.

### **28.0 Payments**

#### **28.1**

The Ombudsman concludes C suffered from an inadequate level of customer service. SP took payments from C's bank account for a service it had not provided. Whilst the Ombudsman notes SP has agreed to issue a cheque for these payments, she finds this a very serious issue that caused C great inconvenience and costs.

In recognition of the customer service issues raised the Ombudsman directs SP to clear the outstanding balance on the account, and assure that it sends no further correspondence to C. The Ombudsman directs SP to issue the refund by cheque.

## **29.0 Premium Rate Services**

### **29.1**

C disputed premium rate calls with SP. SP advised due to rogue dialler and advised C to contact the company responsible and to log a complaint with ICSTIS. C did this but remained dissatisfied. Sp responded to all letters received and maintained that C was liable for the calls.

The Ombudsman said that C had been a victim of a rogue dialler. The Ombudsman confirmed that ICSTIS had now adjudicated against the company responsible and advised C to contact ICSTIS for the correct address to send a request for a refund. The Ombudsman required no further action from SP. The Ombudsman urged C to pay SP for calls.

## **32.0 Refunds**

### **32.1**

C advised the Ombudsman that SP promised a refund but didn't provide this and didn't cancel the account on request. The Ombudsman found no evidence of a cancellation request being made or a refund being promised by SP. In full consideration of the facts and issues surrounding C's complaint against SP she required no further action from SP.

## **34.0 Service Transfer**

### **34.1**

C had a package from SP already in place to cover its broadband and telephone service; however when C requested the transfer of these to C's new address, problems occurred. C experienced a delay of approximately one month for the transfer of her services, where SP had continued to charge for them, SP charged C a termination fee, incorrectly, SP began and continued to charge C separately for the two services, contrary to the agreement, and SP also continued to charge C for C's old line. Upon contact from C, SP agreed to refund the termination fee that it had already debited from C's account, however this would only be credited to the account. C complained about the other problems too and upon cancelling the service in full and writing a letter of complaint, did C move to provide C with a refund of some overpayments. The Ombudsman found that SP had tried to resolve some of the matters however it was evident that a continual lack of customer service had prevailed. The Ombudsman required SP to confirm the closure of C's account with zero balance, refund C via cheque any overpayments or

credit balance remaining, provide C an apology and also ensure that C's credit rating has not been affected as a result.

### **34.2**

C was moving home. C contacted C's telephone service provider, SP. SP informed C that SP could activate the line at C's new house on the day C moved in. C agreed. However, there were delays in the line being activated. C therefore requested the account to be cancelled. However, SP failed to do this, and when the line was finally activated SP applied to take it over. C again asked SP to cancel the account. SP agreed, but it took two months instead of two weeks to do this. SP admitted all errors, and offered to cancel half the charges on the account.

The Ombudsman was of the opinion that as C had experienced a series of problems it would be appropriate to require SP to cancel all charges on the account.

### **34.3**

C requested account transfer to another service provider. SP sent a final invoice which C did not receive and it therefore went unpaid. SP referred C to a debt collection agent and put a default marker on C's credit reference.

The Ombudsman found that SP had not acted improperly but required the credit reference to be changed to reflect the debt as having been settled.

### **34.4**

The Ombudsman concludes that based on the balance of evidence provided C was signed up to SP's services without C's authority. The Ombudsman recommends SP investigate this allegation and consider reviewing its training policy for its sales outlets.

The Ombudsman considers C has been inconvenienced by this incident and whilst she notes SP cancelled the activation of its services; C's call provision was lost from C's previous supplier. C claims SP caused additional international calls charges due to its disruption. The Ombudsman considers SP is not obliged to cover C's additional costs but in the interest of goodwill, and in recognition of the inconvenience C experienced due to this incident the Ombudsman directs SP to make a goodwill payment of payable by cheque.

## **35.0 Stolen/Lost**

### **35.1**

C complained of a loss when abroad that resulted in a very high bill. SP investigated but found that C had not reported the loss before receipt of the disputed bill and concluded that C was liable for the disputed charges.

The Ombudsman agreed with SP; that as C had not reported the loss, SP should not be liable. The Ombudsman found no shortfall in customer service for C.

### **35.2**

While abroad C's SIM card was stolen and used to make a substantial number of calls. When C's credit limit was breached SP suspended the phone. C complained, stating that SP had previously increased the credit limit without C's knowledge. C also complained that SP had not suspended the service as soon as the credit limit had been breached.

The Ombudsman was of the opinion that SP had notified C that the credit limit would be increased, by letter phone and in information provided on every bill issued. She also was of the opinion that SP had suspended the service as soon as the credit limit was breached. It had to be taken into consideration that there was a delay in some call charges being passed from the foreign network operator to SP, which is why C had been billed more for calls than the credit limit on the account. No further action was required.

## **36.0 Tariffs**

### **36.1**

C requested a service from SP but found it to be more expensive, this C stated was in contravention to the Terms and Conditions from SP. SP investigated and agreed; that there had been an increased charge and offered to make a credit and allow cancellation of the account, waiving the termination fee.

The Ombudsman considered this to be generous and recommended that SP completes the offer. She also required an apology for the poor customer service C had experienced as the costs had not been adequately explained before commencement of the contract.

## **36.2**

C agreed to renew C's mobile phone contract with SP, on a new tariff. SP failed to change the tariff for several months, despite C requesting this. SP eventually resolved the problem by sending C a new SIM card. The new SIM card was faulty. SP therefore offered to cancel C's account without penalty, as well as clear the amount outstanding and send C a cheque as a goodwill gesture.

The Ombudsman was of the opinion that C had experienced several problems and received poor customer service from SP. However, SP's offer was considered reasonable and SP was required to implement it.

## **37.0 Technical Support**

### **37.1**

C complained of account suspension but SP stated it was due to abuse of the service by 'spam' e-mails originating from C's PC. C unsuccessfully took steps to prevent re-infection and SP suspended and closed C's service. C asked for advice and made numerous calls regarding the problem but SP did not respond.

The Ombudsman found the e-mails were due to a virus infection and C should not be held responsible for abusing SP's service. The Ombudsman required an apology from SP for a shortfall in customer service and a goodwill gesture which included cancelling the contract without financial penalty.

## **38.0 Terms and Conditions of Contract**

### **38.1**

C signed up for SP's services, subject to certain conditions. C cancelled and SP charged a termination fee. SP did not provide a case file to the Ombudsman.

The Ombudsman required SP to cancel the contract as a goodwill gesture and provide C with a goodwill payment.