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1.0 Auto Diallers

1.1

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP offered to make a credit due to the delay in dealing with the case which the Ombudsman considered to be reasonable.

C remains liable for the balance outstanding.

1.2

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems.

C also complained that SP levied an additional charge for a service that was not useable by C. The Ombudsman considered SP had not fully explained its services and required SP to apologise and cancel the charges for this element of its service provision.

2.0 Billing

2.1

C incurred call diversion charges whilst they had a fault. SP said these charges should have been free and arranged a refund for C. C experienced a poor level of customer service.

The Ombudsman was pleased to note that the diversion charges were refunded. However, she considered that a clear shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

2.2

C paid for their services in advance but SP failed to apply the payment to their account. C then incurred service charges which would have been included in their payment. SP applied a credit to C's account to cover the incorrect charges incurred. C experienced a poor level of customer service.

Although the Ombudsman was pleased that SP had applied the correct credits to C's account, she was disappointed with the failures of the company. It was without doubt that a clear shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

2.3

C was originally receiving services from a service provider who accepted telephone banking as a method of payment. The service provider was changed on two occasions and on the latter occasion SP sent C literature stating the C need not take any action as the payment arrangements would remain the same. As advised by SP, C did not take any action and continued to send payments by means of telephone banking.

C noticed that payments C was making were not appearing on SP's invoices and when C enquired into this C was told that SP did not accept telephone banking payments. C asked SP to trace the payments C had made and to credit them to C's account. SP refused to do this.

The Ombudsman decided that SP had overlooked that existing customers from other service providers had paid by telephone banking and this had caused the problem to C. However, the Ombudsman noted that SP did not have the authority to demand the return of payments that went elsewhere and that this needed to be done by C.

The Ombudsman accepted that SP was unable to recover the missing payments C had made and that C needed to arrange this. However this situation had come about by customer care failings on the part of SP and as a result the Ombudsman decided that SP should send C a letter of apology and make a goodwill gesture for the considerable inconvenience caused to C.

2.4

C received a bill from SP that C disputed. C claimed never to have had any contact with SP and that C was with another provider. C requested proof from SP that C had agreed to become its customer and sent it recorded delivery letters. However, C received no response to the complaint, only more demands for payment. C contacted SP verbally too but was advised that the matter was being investigated. In the meantime, the outstanding balance grew and the matter was referred to a debt recovery agency. In this instance the Ombudsman made a decision that reflected the evidence that was presented, as despite SP advising it had a copy of the initial sales call, this was not presented to the Ombudsman for consideration. On the balance of evidence provided the Ombudsman was satisfied that although C had used SP's services for which C should be accountable, C had not knowingly agreed to transfer C's service. It was also clear that C had received a shortfall in customer service from SP since raising the matter. The Ombudsman required SP to waive any added charges on C's outstanding balance and also credit that with a small goodwill payment. Once this was actioned SP was to issue C a final bill for services used only, and once this was paid by C, SP was to confirm the closure of the account, provide C an apology and also ensure C's credit rating had not been affected as a result.

2.5

C informed SP that C was moving home. SP transferred the service to the new address, but an error incurred in the billing on the old account. SP attempted to take an incorrect payment from C's bank account, which C stated caused bank charges to be applied to the account. C complained to SP both verbally and in writing, but SP failed to fully respond to C's complaint. SP stated that the charges would be refunded, but C failed to provide any evidence.

The Ombudsman required SP to provide C with a goodwill payment for failing to respond adequately to C's complaint and for the error that it made by requesting an incorrect payment from C's account. However, SP was not required to refund the bank charge stated by C, unless C supplied SP with evidence of the charge and that it was applied to the account due to SP's error.

2.6

The Ombudsman concludes C has experienced a shortfall in customer service at times on this case and experienced several problems with the billing. The Ombudsman considers that the customer service issues raised do not constitute a breach of the contract. If the accounts are cancelled an early termination penalty would be charged.

The Ombudsman acknowledges SP confirmed one of the credits refunds due has been made however, directs SP to write to C and advise of any other credit refunds that have been made to the account. In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill credit to the account and issue a formal letter of apology.

2.7

C received a bill much larger than expected from SP. C complained that service access had been restricted and charges had not been fully explained.

The Ombudsman considered the investigation by SP had been thorough, that charging was correct but notifications to C could have been better. SP had already offered a goodwill gesture but the Ombudsman required an apology and improvement to the offers made.

2.8

C contacted SP as a payment made was not applied to the account. C added that a poor response was received upon complaining to SP. SP stated that after investigation the payment was not sent to it but another company and therefore, its collection process was followed and service restricted.

On the balance of evidence provided, the Ombudsman was satisfied that SP has acted correctly and within its normal terms and conditions in chasing C for a payment that it clearly did not receive. It has been unfortunate that the payment made to SP went missing, and was then discovered to have been sent to another company. C should take this issue up with the bank directly. The Ombudsman recognised the offer made by SP and finds this generous in the circumstances. The Ombudsman considers C's claim for compensation, as unfeasible and unrealistic.

Therefore, SP should maintain its offer to close C's account, zero the balance and ensure 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.

2.9

C contacted the SP to change from a 'pay and go' service to a monthly payment contracted one. However, errors were made by the SP, and this included delays providing the service and some billing errors. C then complained to the SP and failed to receive an adequate level of customer service, with some letters not receiving response. C requested cancellation of the contract, but the SP refused. C then requested a lower tariff, but the SP highlighted this was not possible during the first six months of the contract.

The Ombudsman concluded that the problems were not sufficient to warrant cancellation of the contract, but considered that moving C to a lower tariff would be a reasonable resolution in the circumstances. In full consideration the Ombudsman required the SP to send a letter of apology, in addition to contacting C with the offer a reduction to a lower tariff. The Ombudsman also required the SP to make a credit to the account as a goodwill gesture.

2.10

C contacted SP to dispute charges raised on the account. SP did not respond to the Ombudsman.

On the balance of evidence provided, the Ombudsman was satisfied that C had been the victim of a rogue dialler. Whilst the Ombudsman does not disbelieve C in that the calls were not made directly by C, as the account holder C remains accountable for the charges raised. However, it is clear that C has not been shown a level of customer service normally expected.

Therefore, SP should offer C a credit against the disputed charges as a goodwill gesture for the shortfall in service, along with a full written apology.

2.11

C contacted SP with issues relating to faulty work, damaged premises, incorrect billing, service transfer and poor customer service. SP did not respond to the Ombudsman.

The Ombudsman recognised the efforts made by C to resolve the issues and the inconvenience this must have caused. She noted C's comments that the service has now been transferred to an alternative supplier. Therefore, on the balance of evidence provided, the Ombudsman must presume that C's account has been paid in full and closed in the correct way.

Therefore, SP was required to visit C's premises at an amenable time, agree a work schedule of the work to be completed, which corrects any damage caused to C's house as a matter of urgency. SP should offer a goodwill gesture payment, by cheque, for the overall poor experiences to date along with a full written apology.

2.12

C contacted SP and disputed charges on billing received. C also raised issues relating to being mis-sold, mis-information, terms and conditions and a poor response to sent correspondence. SP stated that the call charges are correctly raised and that the information regarding the charges are clearly set out on its website and relayed to its customers upon entering into the agreement.

From the evidence provided, the Ombudsman was satisfied that SP has displayed clearly on its website information regarding the pricing, functionality of International Roaming and relevant charges including the voicemail facility. The Ombudsman notes that C continues to dispute the charges received for this package. There is no clear evidence of any other shortfall in service or customer service has been received and that SP has responded in a timely manner to C sent correspondence.

Therefore, SP was required to send C a clear breakdown of how the disputed charges have been calculated to reduce any confusion over the amount owed

2.13

C contacted SP to request call barring on all numbers except one 0845 number which C used to access the internet. SP failed to apply international call barring, but did bar Premium Rate Service numbers. At a later date, C received a large bill for international calls generated by a rogue dialler that had been inadvertently downloaded via the internet. SP investigated C's complaint and a credit was agreed. However, C remained unhappy as C disconnected the service while C was disputing the call charges. SP applied another credit to C's account to resolve this issue. C raised a further complaint about changes in the billing cycle, which SP did not address.

The Ombudsman concluded that SP had applied adequate credits to compensate C for the poor customer service received. However, as SP had failed to answer C's complaint about billing, SP was required to provide C with a written explanation and a further credit for any inconvenience caused.

2.14

C entered into an agreement with SP for Internet connection services for a laptop. The agreement was for a minimum period of 12 months. Some 11 months later C decided that the service did not meet C's requirements and C cancelled Direct Debit payment arrangements. C claimed C had also written to SP to cancel services and to provide a new address for C.

SP claimed it did not receive C's letter and it therefore continued to send mail asking for arrears on the account to be met, to C's account address. The letters went unanswered and this resulted in debt collection action and a credit rating default entry against C.

C became aware of the debt collection action and paid the outstanding arrears. SP closed the account as paid but refused a request from C to have the credit rating default entry removed but it was prepared to mark the record as satisfied.

It was decided that when C cancelled the Direct Debit arrangements C would have been aware that there would be further charges applied to the account. C had moved house and had relied on persons at his previous address to send mail on to him, but this had not been done.

There had been no wrong-doing on the part of SP who had followed a lawful procedure about credit reference entries but C was advised that C could ask the credit reference agency to attach a note to C's file to provide C's reason as to why it had occurred. SP need take no further action.

2.15

C requested broadband from SP, but later requested to cancel the service. C was informed that a termination fee would apply. Later, C decided to keep the service and it was agreed that the termination fee would be refunded as well as an activation fee. The credit was applied but failed and this was not noticed. This led to C being chased for arrears on the account and the service was suspended. C complained to SP, but SP failed to adequately deal with C's complaint. C cancelled the contract again and eventually SP applied credits to the account, plus a goodwill gesture.

The Ombudsman concluded that SP had provided a poor service to C, but C had cancelled the account at least twice and this caused some confusion. The Ombudsman agreed that the credits applied to the account were fair and reasonable. SP was required to provide C with a letter of apology, confirmation that the account had been cleared and closed, copies of bills requested and a final statement to show all charges and credits that were applied to the account.

2.16

C complained that SP had made an error and withdrew extra money from C's account. The SP admitted its error and applied a goodwill payment, but further errors were made.

However, these were corrected. C complained to SP and a goodwill credit was offered, but refused by C.

The Ombudsman concluded that C had received poor customer service from the SP and required it to provide C an apology for poor service, refund of bank charges (on receipt of the required proof) and an additional goodwill payment.

2.17

C purchased services from SP and after several years the billing was changed incorrectly without a change to C's circumstances. The lack of a case file from SP meant there was no reason for the Ombudsman to disbelieve C.

The Ombudsman required SP to apologise and make a goodwill payment. SP was also required to ensure no other billing had been incorrect for C in the past.

2.18

C suffered billing problems that were accepted by SP. SP agreed to provide a credit but failed to do this for three months. After this time SP agreed to provide a credit to the account to reflect the delay but again did not apply the credit. SP did later arrange to clear the account balance to provide this credit.

The Ombudsman required SP to provide a small goodwill gesture and recommended that it considered its working practice in relation to billing and complaints procedures.

3.0 Broadband

3.1

C experienced technical problems with Broadband service. These issues were addressed to SP by C. C found after a number of dealings with SP's technical support that these issues could not be resolved. C terminated the contract as C claimed SP had not provided a service of reasonable care under the Supply of Goods and Services Act 1982. SP maintained the charges and advised the Ombudsman that it had supplied a fully functional service and suggested the problem lay with C's equipment. The Ombudsman found that C had given SP opportunity to resolve the issues before termination. The Ombudsman was of the opinion that whilst SP tried to resolve C's problem it didn't effectively address the issues. The Ombudsman required SP to terminate the contract without penalty and recommended C to pay charges for the use of the service.

3.2

C complained to SP in relation to poor connection speeds for broadband. Little detail was provided in the complaint but it was apparent that this was accepted by SP. SP had provided some refunds during the life of the complaint.

The Ombudsman required SP to provide a further contribution towards the line rental paid whilst there was a reduced level of service and a small goodwill gesture to reflect the inconvenience that had been experienced.

3.3

C stated there was a delay in SP providing them with broadband. SP stated this was due to C's previous provider not removing the marker. C then claimed there was a delay in receiving the modem but SP's connection report disproved this. C experienced a fault with the service but refused to allow SP to assist them. C claimed to have experienced a poor level of customer service.

The Ombudsman was satisfied that the delays in provisioning broadband were outside of SP's control. The Ombudsman considered that SP was unable to assist C in their fault as C refused to follow the diagnostic process. The Ombudsman was of the opinion that a shortfall in customer service had occurred and SP was required to make a nominal goodwill payment.

3.4

C agreed a combined telephone and BB service with SP at a discounted rate. However, SP failed to provide the broadband service. And the reasons for this problem were very unclear. SP subsequently failed to provide promised discounts and C also incurred dial-up internet charges. C complained about the customer service provided and SP attempted to resolve this matter with a goodwill cheque to C. This was done even though C had not accepted the cheque as a resolution.

The Ombudsman concluded SP had provided poor customer service and that all BB charges should be refunded, without penalty. However, she also concluded SP had incurred additional costs and required a further goodwill cheque to be sent. This was to be made with a letter of apology.

5.0 Cancellation

5.1

C agreed to upgrade an account, but cancelled it in the 'cooling off period'. SP did not acknowledge this request and continued billing. SP investigated C's complaint and acknowledged the delay in its actions.

The Ombudsman considered customer service from SP had been poor and required an apology and goodwill gesture.

5.2

C subscribed to SP's broadband internet service. SP failed to send C a modem. C called SP on several occasions to request the modem. SP did not send one out. C asked SP to cancel the service. SP informed C that C had agreed to a 12 month contract, and the account could not be closed without C paying an early termination fee. SP eventually agreed to cancel the account, but would not refund the payments already made by C.

The Ombudsman was of the opinion that as SP had not provided a modem to C as it had promised to do, that SP should refund all payments C had made. SP was required to do this.

5.3

Based on the information provided, the Ombudsman concludes it likely that C requested cancellation of the service during the minimum period of contract and SP was correct to maintain any charges for the remaining term of the contract. However, she considers SP failed to cancel the contract as requested and the account accrued further charges. The Ombudsman welcomes SP's action to remove the additional charges but directs it to issue a written assurance to C that its actions have not affected C's credit history. With regard to the customer service issues raised on this case the Ombudsman directs SP to make a goodwill credit equivalent to the balance of account in goodwill.

6.0 Carrier Pre-Select

6.1

C was approached by SP to take a Carrier Pre Select telephone service. Despite refusing this offer but requesting written details of the package SP went onto acquire the line. On C's instructions the account was cancelled before it went live but it later collected a small payment from C's bank account. SP did agree to refund this payment but this was not provided.

The Ombudsman was of the opinion that C had experienced poor customer service in that this line was acquired when it should not have been and there was delay in SP providing the refund. The Ombudsman required SP to provide both the refund and a small goodwill gesture in respect of the poor customer service. SP was also required to provide a letter of apology.

6.2

C had a CPS telephone service with SP, and agreed to also transfer the line rental from another service provider. However, within the cooling off period, C decided not to transfer and informed SP of this fact. SP advised this could only be done through the other service provider, and the confusion led to C being charged by both providers. Numerous letters and calls were made by C, before C brought this matter to the Ombudsman. SP reviewed this matter and cancelled the accounts and all charges as a goodwill gesture. C remained unhappy and highlighted that threatening letters were still being received from collection agents, despite SP's assurances.

The Ombudsman concluded that SP had failed to take control of this matter, and was disappointed that it had let this matter continue for so long. She also concluded that C had received poor customer service. In resolution the Ombudsman required SP to send a letter of apology, provide written confirmation that the account is now closed with a nil balance. She also required SP to ensure the cancellation had been relayed to its collection agents, as well as ensuring that any adverse credit information was removed. The Ombudsman also required SP to provide a goodwill cheque payment.

6.3

C complained to the SP provider about calls that were failing to be routed through its CPS service. This situation led to C incurring call charges through his line provider that would have been free through the SP. The SP investigated and advised that the line was at fault. C disputed this point and brought the complaint to the Ombudsman. C requested a refund of the disputed charges.

The Ombudsman concluded there was little evidence to clarify who was to blame for the problems and could not accept the SP's statement that it was a line problem. On this basis she required the SP to refund the disputed charges and send a letter of apology.

8.0 Customer Service

8.1

C complained to SP that it had incorrect details for C and was sending correspondence to C's incorrect postal and email addresses. C advised that SP was using C's residential email addresses rather than C's business email addresses. The Ombudsman found that SP and C had since confirmed that C's billing address had been amended. The Ombudsman was also satisfied with SP's explanation as to why emails were sent to C's residential email address. That notwithstanding, a shortfall in customer service occurred as C had advised SP of this previously and no action was taken. Furthermore, it remained in conclusive whether C had amended C's correspondence address details from C's initial installation address. Therefore the Ombudsman required SP to remove C's old details from the respective mailing lists, and ensure the new details were

adhered to. An apology was also required for any shortfall in customer service received throughout.

8.2

The Ombudsman considers there is confusion regarding the dates that events happened on this case and even to the authenticity of the sales recording. The Ombudsman concludes C expressed intentions to remain with the previous service provider and that had C received the welcome pack in a timely manner C would have cancelled the transfer to SP.

The Ombudsman considers based on the balance of probabilities whilst finely judged, C's account should be recalled from the recovery agency and any adverse marks against C's credit file corrected. The Ombudsman directs SP to clear the balance of the account in goodwill suggests it reviews its training programme for its sales teams.

8.3

C contacted SP to cancel service. SP advised of the normal ten day process. C's service then cancelled the next day. SP said C was no longer a customer of SP and to contact network provider. C contacted network provider and service was reconnected latter that day. C continued to receive bills from SP for rental. SP says once it became aware of the rental error it removed all charges. C requested compensation from SP for loss of business. SP said it was not liable as C was no longer a customer of SP.

The Ombudsman said that the evidence provided showed that SP was not at fault. C was urged to contact network provider for further investigation and recompense. The Ombudsman requested that SP send C a letter confirming all rentals after disconnection removed and to also confirm to C what the outstanding balance was for. C urged to make payment if C had not already done so.

8.4

The Ombudsman considers it likely C entered into an agreement with SP for the provision of broadband however SP failed to provide C with its welcome pack. C cancelled the agreement a day after activation of the service and in doing so incurred an early termination penalty. SP failed to action the cancellation request or remove the marker from the line which blocked C from transferring his service to another service provider. The Ombudsman considers this a service failure and welcomes SP's offer to waive the early termination fee and remove the marker from the line.

The Ombudsman notes SP's offer of a goodwill credit, however she considers C should also be refunded the amount SP collected via Direct Debit. The Ombudsman directs SP to ensure the credits are applied and the early termination fee is credited to the account and the marker is removed.

8.5

The Ombudsman concludes that there was a shortfall of customer service at times on this case. The Ombudsman considers that SP acted in accordance with the contract with regard to the barring of C's account and charging an unbarring fee, and charging by the minute. In recognition of the billing and customer service issues raised on this case, SP raised goodwill credits. The Ombudsman is satisfied this is a reasonable settlement to the complaint and considers SP should maintain the outstanding balance on the account.

8.6

C claimed that SP did not cancel their contract when first requested. SP stated that C was advised they were still under contract and to call back to cancel before the minimum term expired. C disputed charges incurred when they thought the contract had been cancelled. SP advised C that they had subscribed to a PRS text message service and were liable for the costs. SP offered to reduce C's balance as a gesture of goodwill.

The Ombudsman was satisfied that SP had correctly advised C. The Ombudsman welcomed SP's offer and it was required to fulfil its offer.

8.7

C complained that SP had provided a service without authorisation and in a different name. SP was unable to give details of the account as C was unable to provide the name of the account holder. In view of the confusion, SP cancelled the Direct Debit and cleared all charges from the account. SP provided as much information regarding the matter as possible without breaching Data Protection rules. C remained unhappy that SP had failed to provide prior notice of the service and therefore caused the original service to be cancelled. SP referred the matter to the Ombudsman as it was unable to deal with many of C's complaints on an account that did not belong to C.

The Ombudsman was of the opinion that SP had provided the service in good faith following what appeared to be a genuine request from a customer. However, it was clear that there had been some service issues and SP had failed to respond to C in all instances. The Ombudsman required SP to issue a letter of apology, which also provided confirmation that the matter had not adversely affected C's credit rating. In addition, SP was required to issue a goodwill payment. The matter was not confirmed to be a criminal offence and therefore the Ombudsman was unable to ask SP to provide details of another customer's account for C.

8.8

C cancelled a service with SP and SP agreed to refund an Early Termination Fee (ETF) to C. SP delayed providing the refund for over six months and C referred the matter to the Ombudsman who found that SP had delivered poor customer service. SP stated it had now provided the refund.

The Ombudsman required SP to confirm this in writing to C and to provide proof that this is the case. The amount collected by SP was to be returned to C's bank account and not to the account with C. In addition SP was to provide an apology for the poor customer service provided and a goodwill gesture to reflect an amount in respect of the poor customer service and a small amount towards the additional costs caused in C having to chase this credit and inconvenience caused by SP's failure to act.

8.9

C requested the cancellation of an account with SP. The request was never actioned despite it being repeated on a number of occasions. The Ombudsman viewed this as poor customer service.

The Ombudsman required SP to cancel the account and to provide an apology and confirmation that the account was cancelled and its marker had been removed from the line. In addition a goodwill gesture was required to reflect the poor customer service it had provided.

8.10

C requested to cancel their account within the cooling off period but SP failed to action the request. C incurred call charges and disputed these with SP. C experienced a poor level of customer service.

Although the Ombudsman was of the opinion that C should remain responsible for the call charges incurred on their account, she considered that a clear shortfall in customer service had occurred. SP was required to apply a goodwill payment to C's account and write a letter of apology.

8.11

C asked for a service from SP but it was rejected following credit checks. C complained that SP had recorded adverse credit information but SP advised that the information had been provided by the credit reference agency. C involved a solicitor from the outset and asked SP to cover the costs and correct the mistake. SP explained that it had not made an error and therefore the costs would not be covered.

The Ombudsman noted that C used a solicitor from the very start and did not contact SP directly. However, had C contacted SP it would have provided the same information as that which was provided for the solicitor. The Ombudsman was satisfied that SP had acted correctly and she could see no reason why SP should pay the solicitor's costs when C could have dealt directly with SP. No action was required of SP.

9.0 Direct Debit

9.1

C received a letter from his bank advising that his direct debit payment had been referred to payer because of insufficient funds. C contacted SP to ask if it had received payment and was told the account balance was clear. The following day SP received notice that the direct debit had been referred to payer and sent a text to C advising that it would be represented within a few days. C contacted SP again to ask if the payment had gone through yet and advised that he had cancelled his direct debit. C complained that he had not received the bill and that it was SP's fault. C then received following month's bill and was disconnected for non payment. C paid the previous month's bill and wrote to complain. C's service was not restored, as there was still an outstanding balance. SP failed to reply to C's letter and commenced debt recovery action. C wrote again to complain and SP maintained the charges. C complained to Otelo.

On referral to Otelo SP maintained the charges on the account but offered a goodwill payment for C's time. The Ombudsman accepted that C was liable for the outstanding balance up to the contract end date. However, the Ombudsman found that there were a number of customer service issues in that SP poorly advised C in relation to his direct debit and failed to reply to his letter of complaint. The Ombudsman therefore required SP to provide a goodwill payment to compensate for the poor customer service.

9.2

The Ombudsman concludes the customer service and administration on this case has been unsatisfactory. C changed banks, yet SP failed to collect payment on the new DD instruction. Despite C actively seeking resolution to this problem and arranging payment by another method, SP passed the account to a collection agency for recovery action.

The Ombudsman considers SP took incorrect action when passing the account to debt collection and directs it to recall the account and remove any adverse marks against C's credit history. In recognition of the customer service issues raised and the costs C incurred the Ombudsman directs SP to reconnect the service without charge and credit the account with six months service charges. The Ombudsman requires SP to issue a formal letter of apology and contact C to ensure that the DD mandate details are correct.

11.0 Disconnection

11.1

C left C's property and advised SP of C's cancellation. C had since acquired the services of another service provider. However C then received bills from SP and also incurred many charges for calls. C disputed this but SP maintained that there was no cancellation and that the charges were valid. C had provided the Ombudsman with

substantial evidence to confirm that C had no access to that property and that C would have probably cancelled based on the available information. Due to this the Ombudsman required SP to close C's account with zero balance and confirm C's credit rating.

11.2

C had a fault with the telephone line and this was eventually repaired by his line provider. However, C had a BB service on the line and this work inadvertently led to a cease being placed against the BB service. When SP attempted to reconnect C's BB, it was unable to do so due to line capacity problems at the exchange. SP was unable remedy the situation and continued to liaise with C's line provider. However, by SP's own admission it failed to keep C informed despite numerous calls and letters being received. C complained to the Ombudsman about having no service for over three months and SP made a two month credit to the account. SP stated it was unable to establish when the problems would be resolved.

The Ombudsman concluded that a lot of the problems were outside SP's control, but could see that no had taken control of the matter. She concluded C had received poor customer service. She welcomed SP's honest appraisal of the situation and in resolution she required SP to send a letter of apology. In addition to this, she required SP to cancel all charges after the date of disconnection and invite C to cancel the contract without penalty. However, she advised C that similar problems may be experienced with alternative providers using a landline connection. She also required SP to make a further goodwill credit to the account.

12.0 Disputed Charges

12.1

C was disputing charges levied by SP over a number of months and that despite many continued requests the SP had not responded or advised C of the charges and outstanding balance. SP advised that Ombudsman that it was unsure as to why C was complaining but provided all of C's account and payment/invoice details for investigation. The Ombudsman found that C had disputed a charge levied as a result of C's address change, and that there was also a discrepancy due to C having cancelled C's payment method, resulting in an indemnity claim. The Ombudsman found that such charges would have been valid, but was satisfied that SP had not responded to C's many written requests for a breakdown of the charges. Therefore the Ombudsman required SP to reduce the outstanding amount and provide C with a breakdown of C's payment/invoice history, as well as an apology for the poor service received throughout.

12.2

C identified that SP had not updated a Broadband service. It then became apparent that SP had applied the wrong service to C's business line. C complained to SP and SP

offered a resolution. C accepted the offer but SP then failed to provide the new service that C had agreed to. C made further complaints but the calls and letters did not receive any response. C cancelled the service and switched provider. As a result, C lost several days of service and claimed compensation for this from SP. SP rejected the claim but did make an offer to refund charges and a goodwill credit. C rejected the offer in favour of a full investigation. SP continued to charge for the service that had been cancelled.

The Ombudsman was of the opinion that SP had handled the complaint badly and that C had been caused some considerable inconvenience as a result. SP was required to issue a letter of apology for the shortfall and for failing to provide the proposed resolution. SP was required to issue a credit for the charges raised in error and also for the additional charges billed after cancellation. The Ombudsman also required SP to issue a goodwill credit to cover the cost of C's calls to SP, and which also included an element of goodwill. The Ombudsman recommended that SP review its processes to ensure that staff took ownership of customer complaints to ensure that a similar problem would not arise in the future.

12.3

C complained to SP about a single charge on a bill. C also identified that charges had been applied twice. C asked for a refund from the bank and also complained to SP. SP failed to respond in writing as C had requested, although it did provide confirmation of the agreed credits by phone. C then complained that SP did not provide the credits and switched to another provider for calls. However, C complained that SP continued to charge for the service.

The Ombudsman was of the opinion that, due to a misunderstanding regarding the Direct Debit set up, SP had charged twice for the service. However, SP had refunded the payments to C and this should have resolved the matter. SP did not issue written replies to C on every occasion and it was clear there had been a shortfall in service. There was no evidence to show that SP had continued to charge for the service once it was cancelled. SP was required to issue a letter of apology for the shortfall in service. In addition, SP was required to issue confirmation of the payments made to C's account, or apply the payments if this had not already been done. Finally, SP was required to issue confirmation of the packages provided in order that C could confirm the appropriate charges.

12.4

C contacted SP and made a claim for business losses due to a call divert passing the call to a third party, with no relation to the business who gave authorisation for a business cheque to be cancelled. SP maintained that call diverts are customer controlled and therefore it would not be accountable. SP adds that it has no control or influence in C's security measures.

The Ombudsman believed that although it is an unfortunate situation for C and C's business to be a victim of fraud SP has no accountability for any losses claimed. The Ombudsman advised C to take the matter up with the Police.

Therefore, no further action was required from SP in this case.

12.5

C took contracts for 3 mobile phones and upgraded a broadband connection from 1mb to 2mb. With the mobile packages there were various benefits in terms of free calls and inclusive minutes however C had reason to challenge the billing each month. SP accepted that there was a known anomaly with the package set up and credited the account back each month with the over charge. SP accepted that the situation should have been addressed to save C having to call each month. SP did want to troubleshoot C's broadband as speeds were slow however as C was disabled C could not do the tests required. C's broadband was down graded to 1mb.

SP had already credited the over charges back to C. The Ombudsman required SP to prepare a full schedule of charges made and credits provided and to provide this to C so that C could be satisfied. An apology was required in respect of poor customer service along with a small goodwill gesture credit to the account. In respect of the broadband speed the Ombudsman required SP to provide an engineers visit at no cost to C to check the routing in an effort to increase the speed of the broadband. If the speed could not be increased the broadband contract was to be cancelled without any penalty being applied to the account. The contracts in respect of the mobile phones were cancelled by agreement with no early termination fee.

12.6

C changed to pay as you go with SP. C then received a collection agency letter a year later chasing for payment. C called SP who agreed it would remove the outstanding balance. SP did not due to an error. C sent letters to SP but received no response. SP did then respond and advised that the account balance was zero. C wished to claim compensation.

The Ombudsman said that C had received a minor shortfall in customer service from SP. SP to send a further letter of apology and award a nominal goodwill payment.

12.7

C said that SP had overcharged C. C contacted SP for a refund but this was not received. C sent two letters to SP but received no response. SP did not provide a case file so its views were not taken into account.

The Ombudsman said that C had received poor customer service from SP. SP to send C a letter of apology and a refund for any overcharging.

12.8

C said that when number was ported to another provider C was informed she owed no further payments to SP. C then moved address and nine months later received a letter from a collection agency chasing for payment. C paid the amount owed but complained to SP as credit file had a default on it. SP said that C had agreed to make a final payment but the payment had not been received. Consequently the debt was referred to a collection agency and the default was correct.

The Ombudsman said that the account records showed that C had agreed to make a payment by a certain date but did not. Based on this the default mark was correct and should not be removed. No further action was required by SP.

12.9

C incurred high call charges due to the loss of their SIM card. C disputed the charges. SP barred C's SIM card but advised that C would remain responsible for the charge sup until that point. C continued to dispute the charges. SP made a generous goodwill offer.

SP's Terms and Conditions clearly outlined that the customer would remain responsible for the call charges up until they informed SP of any loss or theft. The Ombudsman considered that SP had provided C with a reasonable level of customer service and she found its goodwill offer to be generous. SP was required to fulfil its goodwill offer and C remained responsible for the outstanding balance.

12.10

C's complaint was compiled of numerous matters that prolonged for a long period of time, yet the Ombudsman accepted it for investigation. C had complained to SP about disputed charges, incorrect account details, network coverage and also customer service received throughout. SP had offered to remedy C's matters by proposing a resolution however C declined this. From the evidence that was provided, although the Ombudsman considered SP could have escalated and investigated C's matters at an earlier stage, she was satisfied that SP had tried to combat C's matters and offered C fair and reasonable recompense. Therefore the Ombudsman required SP to retain its proposed offer and also provide C with an apology for any shortfall in customer service received throughout. The Ombudsman saw no reason why C should not be liable for any outstanding balance.

12.11

C incurred WAP charges whilst abroad and disputed these when SP alerted C of the high usage. SP offered to reduce charges by 50%, but C refused this offer on a number of occasions. SP passed the debt to a debt collection agency. The Ombudsman could not criticise SP for passing the debt to a debt collection agency. In light of the circumstances SP was required to provide its original offer and reduce the debt by 50%.

C was required to settle the remainder of the outstanding bill with the debt collection agency.

12.12

The Ombudsman concludes the liability for the international call charges remains with C. SP is not responsible for any offer made by a third party company. C willingly made the international calls however the complaint is that SP removed C's international call bar without authorisation.

Insufficient evidence was provided for the Ombudsman to determine if C sent a text to cancel the service or not. The Ombudsman considers that whilst SP has not admitted it cancelled the international bar without C's authorisation, it has made an adequate offer of goodwill in recognition of the inconvenience this situation has caused and an apology for lifting the call bar. The Ombudsman accepts this settlement has reasonable and directs SP to credit the account accordingly.

12.13

C discovered that the dial up number had changed to another number and therefore C had incurred additional charges. C sent SP numerous emails and letters of complaint, but received either no response or just an acknowledgement. SP stated that the charges were valid, but offered C a goodwill gesture, but C requested more.

The Ombudsman concluded that the charges were valid, as the access number had been changed by C's computer. The Ombudsman acknowledged the credit already applied by SP, but required SP to provide C with a further goodwill credit and an apology for the poor customer service received.

12.14

C disputed International calls with SP but got no response. C also requested termination of the service from SP due to moving house, but SP failed to observe the request and continued billing. SP also failed to respond to any of C's letters.

As SP did not provide a case file the Ombudsman had no reason to disbelieve C and required the disputed call charges be waived and the account closed with a nil balance from the original date requested. SP was also required to apologise and make a goodwill payment in recognition of its poor customer service.

12.15

C was unhappy that SP accessed a Visa account in order to receive payment for a spam filtering service. C stated this arrangement relating to an old agreement and that the money had been incorrectly taken. SP explained that the service was free for a year

and that C had remained a customer, meaning it was justified to take the money. C complained that some correspondence failed to receive a reply.

The Ombudsman concluded that SP had already explained the service and charging issues, but was concerned that C had not fully understood these points. However, she concluded there was some evidence of poor customer service. In resolution the Ombudsman required SP to send a letter of apology and provide a further goodwill payment. She also required SP to telephone C to discuss any further issues.

14.0 Faults (Equipment)

14.1

C claimed to have experienced handset problems and data loss. SP responded to C's complaint and offered advice and repaired the handset. C claimed to have received a poor level of customer service. SP offered a small goodwill gesture for the data loss.

The Ombudsman was of the opinion that C had reasonable usage of their handset and had not experienced a shortfall in customer service. The Ombudsman required SP to increase their goodwill gesture for the data loss that had occurred.

15.0 Faults (Line)

15.1

C experienced loss of service due to a storm. Following this C complained that the service was not reinstated and requested full cancellation. SP investigated the complaint and found that C had used the service after the interruption. SP also agreed there had been delay in cancelling the account and offered an apology and goodwill gesture along with credits for billing errors.

The Ombudsman considered the offers by SP to be reasonable but required an apology for the delay in writing. The Ombudsman could see no reason why C should not be liable for the remaining balance on the account to complete closure.

16.0 Financial Loss

16.1

C contacted T with issues regarding loss of business, disconnection of broadband, technical faults and a poor level of customer service. SP stated that the disconnection

was due to non payment and that C refused to contact its technical helpdesk for advice. SP acknowledged C's correspondence.

The Ombudsman finds that C has received a shortfall in service.

On the balance of evidence provided, the Ombudsman was satisfied that C had encountered a delay in a response to the correspondence sent. However, no other service shortfall was found in this case.

Therefore, SP was required to offer C a goodwill credit along with a letter of apology.

24.0 Mis-selling

24.1

SP called C offering C's business an entry in a telephone directory. C agreed. SP used the information to request a transfer of C's telephone services. When C realised what had happened C took action to cancel the transfer. However, c was charged by SP for a few calls.

The Ombudsman was of the opinion that SP had acted extremely badly in trying to obtain C's telephone service by such illicit means. SP was required to clear the amount outstanding, close the account and send a goodwill payment to C to recognise the inconvenience caused. SP was also recommended to review its sales practices.

24.2

C received a sales call from SP and agreed to receive information about SP's services. However, SP wrote to C to say that it was intending to transfer the service. C contacted SP and requested that the account and transfer were stopped. SP told C to contact the present supplier to stop the transfer and C successfully did this. However, SP went on to bill C for several months.

The Ombudsman concluded that SP should provide C with a letter of apology and a goodwill payment for the poor customer service she received.

24.3

C visited a retailer and was sold a landline telephone package. When C received the welcome pack from SP, C noticed a charge C had believed would be free. C contacted SP. SP informed C that C was not correct and that the service was chargeable. SP offered to cancel C's service before the service was activated. C chose not to cancel the service, but refused to make any payments. C maintained that C should not be charged for the service C believed would be free.

The Ombudsman was of the opinion that as SP was responsible for the advice given by the retailer, C because the two companies were linked. The evidence submitted supported C's view that C had been given misinformation - in particular the contract clearly stated there would be no charge for the service C ended up being charged for. Therefore SP was required to honour the offer C had described.

24.4

C received a call offering cheaper calls than the present provider. C accepted the offer and a holiday voucher. When C received the first bills, C felt that the bills were more expensive and asked SP to investigate. C provided SP with previous bills only to be informed that its price promise was only against bills. C complained to SP and a response was received, but C remained dissatisfied.

The Ombudsman concluded that there was insufficient evidence to show that C was mis-sold the service or that the calls were dearer. However, SP should have informed C earlier that its price promise was only valid against bills. SP was also required to assist C in acquiring the holiday voucher from the agent who was selling SP's product. SP was required to provide C with a goodwill credit for the delay in providing C with the correct details of its terms and conditions.

24.5

C was approached by SP and asked if it could provide them with a service. C said that they would think about it and get back to SP. SP went ahead and took over C's supply without C's permission or bank details. C complained to SP and transferred back to the previous supplier. SP charged a cancellation fee. C complained again and after coming to the Ombudsman SP agreed to cancel the charges on the account, then still charged an outstanding amount.

The Ombudsman found that the service had been mis-sold and that all charges should be credited back as a goodwill gesture.

28.0 Payments

28.1

SP took two payments from C's credit card for SP's pre-pay telephone service, but only applied one payment to the account. C complained. SP eventually discovered the second payment, and promised to apply it to C's account. There was a long delay in the credit being applied. C complained to SP, requesting compensation.

The Ombudsman agreed that C had been inconvenienced by the delays in SP applying the credit to C's account and therefore required SP to make a goodwill payment to C to recognise this.

28.2

C agreed to a telephone service from SP after being promised an initial credit to the account and reduced international calls. SP stated it could not find a copy of the initial sales call and admitted failing to reply to the many letters sent by C. This dispute continued for some time with C also complaining that his calls were not dealt with appropriately.

The Ombudsman concluded on the balance of probability that SP had failed to apply the promised offers, and that C had also failed to receive an appropriate level of customer service. In conclusion she required SP to send a letter of apology and send a cheque payment in consideration of all points raised as a goodwill gesture. She also required SP to provide written confirmation that the account had been closed with a nil balance and ensure any adverse information had been removed.

29.0 Premium Rate Services

29.1

C was the victim of a rogue auto-dialler which had been downloaded to C's computer equipment and was discovered by SP's monitoring of the account. C later received billing from SP for International calls made to a mobile telephone number and C disputed the charges. SP investigated and came to the conclusion that it was C's computer that had generated the calls and therefore C was responsible for the charges.

The Ombudsman came to the conclusion that the charges had been correctly applied and that C was responsible for them. She commented that the problem had been identified early by SP's effective monitoring processes and had this not happened it was likely that the call charges would have been much higher. The Ombudsman decided that other than maintaining a goodwill gesture SP had made to C for a customer service issue, SP need not take any further action.

29.2

C disputed premium rate and special service numbers with SP. SP maintained. SP instigated a line integrity check but no fault or evidence of tampering was found.

The Ombudsman said that based on the evidence provided C was liable to pay SP for the calls. C urged to contact the companies of the disputed numbers. In recognition of the time taken by SP and its delay in investigating the dispute the Ombudsman requested that a nominal goodwill payment be credited to the account. She also requested that SP arrange a payment plan with C.

34.0 Service Transfer

34.1

C was contacted by a new provider and agreed to switch C's telephone services from SP. However, C did not cancel C's account with SP. C also did not remove a device which C had plugged in to C's telephone line which continued to divert calls via SP, even though the new provider had set up its Carrier Pre Select service. C complained that SP was still charging C for calls. C also complained that SP had not cancelled a mobile phone account.

The Ombudsman reviewed SP's Terms and Conditions, which clearly stated all customers had to cancel their accounts when moving to a new provider. The Ombudsman was also of the opinion that C was responsible for removing the call divert device plugged into the line. For these reasons the Ombudsman considered that SP was entitled to expect C to pay the call charges on the account. There was no evidence to support C's assertion C had cancelled the mobile phone account until relatively recently, much later than C was claiming. However, it was evident that after it could be shown a cancellation request was made, SP continued to charge C. SP was therefore required to cancel all charges applied after the recorded cancellation request was made.

34.2

C claimed to be a victim of slamming. C's partner was approached by a salesperson and was asked if she wanted to receive details of SP's offer. No details were received. However, C's service was later transferred. Following numerous attempts C's service was finally transferred back to the previous advisor. C complained the SP did not address C's letters and Subject Access Request. The Ombudsman found there to be poor customer service levels and required SP to provide C an apology, increase the goodwill payment and action C's Subject Access Request.

34.3

C received a letter from existing telephone service provider advising that the service was being transferred to SP. C disputed this with SP and informed its existing supplier not to transfer. SP billed C for charges for telephone service. The Ombudsman was disappointed and concerned that SP didn't supply her with a case file. She found evidence of SP delivering poor service to C. She found no evidence of a contract being in place. She required SP to provide C an apology for poor service and provide C a goodwill payment.

34.4

C noticed that SP had taken over a service without permission. C already used SP for another service but was unable to determine why SP had taken over the additional service. C asked for the charges to be waived and for SP to return the service to the

original provider. SP failed to act on the request and chased C for payment. C made a further complaint and SP cancelled the account. C complained that SP should not have cancelled the full account and also noted that a termination fee had been applied. C asked SP to resolve the matter but despite promises a refund was not issued. C asked for compensation for the period that SP had disconnected the service and for the inconvenience caused.

The Ombudsman was of the opinion that SP had made an error with the account and that charges had been billed correctly for a service that was not required. As C had not asked for the service the Ombudsman could see no reason why C should pay the charges. However, she did accept that there might be some valid charges on the account for the service that C did ask for. SP was required to issue a letter of apology and to credit back all charges raised for the service that C did not require. In addition to this, SP was required to issue a goodwill payment for the inconvenience caused and for the cost of reporting the matter. Finally, SP was required to ensure that no adverse submissions had been made to the credit reference agencies as a result of this matter, unless the submission was made in respect of valid charges for the service that C still required.

34.5

C requested to SP that the BB and telephone service should be transferred due to a house move. C complained that SP failed to do so, highlighting that SP had lost the telephone order and was unable to provide BB due to line capacity problems in the area. SP stated it had no control over the matter, but C complained of the limited information being provided by SP.

The Ombudsman appreciated C's frustration and concluded that no one at SP had taken control of this situation and had provided C with poor customer service. In resolution she required SP to send a letter of apology and provide written confirmation that all charges at the new address were to be cancelled. The Ombudsman also required SP to refund any money taken and this was to be increased with a goodwill payment.

35.0 Stolen/Lost

35.1

C's handset was stolen. C went to SP's retail store and was advised to keep the same number. By doing this C incurred charges as PRS texts were received by the SIM card after the reactivation. SP advised C it was not responsible for these charges. The Ombudsman saw no reason why C shouldn't SP for the charges incurred on the account. The charges relating to the period when the phone was stolen were C's responsibility as C was liable under his terms and conditions of contract with SP. The Ombudsman recommended C to seek these charges from C's insurance company provided he satisfied the conditions set by the insurance company. The charges which were incurred after the number was reactivated should not be the responsibility of the

store as there was no evidence that the staff member gave C incorrect information. She considered C was liable for these charges as the PRS messaging service was activated during the period the phone was reported stolen. It was not reasonable for the staff member to have known this. The Ombudsman found that SP had provided C poor customer service levels as it appeared C's complaint was not addressed once it reached the High Level Complaints Department and for this required SP to provide C a goodwill payment.

35.2

C contacted SP after losing a mobile phone. Unfortunately it was three days before C had noticed the loss and considerable international call charges were incurred before SP could place a bar on the line. C was unhappy at this fact and felt he should have been protected by his contractual call limit and SP's monitoring systems. SP highlighted that these could not be guaranteed and quoted several clauses within its Terms and Conditions that clarified C should remain liable. However, SP also acknowledged failings with the customer service provided and suggested a goodwill gesture would be appropriate.

The Ombudsman appreciated C's frustration but concluded it was C's responsibility to protect the handset. She considered it would have been unrealistic to expect SP to have noticed the international call charges within three days of the loss, and accepted that SP does not guarantee a call limit because of data delay. She welcomed SP's honest appraisal of the poor customer service provided and required SP to credit the account as a goodwill gesture, and this was to be sent with a letter of apology. The outstanding balance remained payable by C.

36.0 Tariffs

36.1

C contacted SP to say that C had been placed on the wrong tariff and SP's bills were incorrect. This went on for some months and although SP did eventually correct the billing errors, C had been inconvenienced. C had contacted SP on several occasions and sent a letter of complaint to SP, but no response was received.

The Ombudsman concluded that C's account had received all the relevant credits, but a goodwill payment was required, as SP had not provided C with an adequate customer service. SP was also required to write a letter of apology to C.

38.0 Terms and Conditions of Contract

38.1

C took out an offer with SP, which C thought would continue indefinitely, as it was not stated on the leaflet that it would only be for twelve months. C wrote to SP to request a refund, but SP informed C that it was for the minimum twelve month period only. SP did

provide a goodwill gesture to C's account, but C remained dissatisfied. SP also failed to reply to some of C's letters and C raised a small billing issue.

The Ombudsman concluded that C would have to provide evidence, such as the contract C signed, to show that the offer was not limited to twelve months. No refund was due unless C could provide such information. The administration charge applied by SP was a standard fee for non payment by Direct Debit and therefore applicable. As SP had failed to reply to some of C's correspondence, the Ombudsman felt that some compensation was due, but as C had already received a goodwill credit from SP, the Ombudsman thought that this was sufficient in this case. SP was not required to take any further action.

38.2

C entered into an agreement with SP but did not read the agreement fully. When C wanted to cancel the agreement SP levied a termination fee. C did not want to pay this so SP prevented C from transferring to a new service supplier.

The Ombudsman found in favour of SP; that there was a valid agreement and C should have familiarised themselves with the contract before signing it.