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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.

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems. However, the Ombudsman concluded there had been a shortfall in customer service by SP not responding to C in writing and required SP to apologise and make a small goodwill payment.

1.2

C incurred call charges to an International Premium Rate Service and disputed making the calls. C said that there was no one in the property when the calls were made. SP maintained the charges and said that it was likely to have been a malicious computer software issue. As a goodwill gesture SP offered to credit half of the disputed call costs. C complained that as the calls were fraudulently made C was not responsible for any charges. C complained that invoices for increasing amounts were being sent.

The Ombudsman concluded that C had been the victim of an International rogue dialler and that SP had been generous in its offer to credit half the costs. She asked that the offer be made again and encouraged C to accept it.

1.3

C contacted SP due to receiving a bill that included Premium Rate Service (PRS) numbers that C disputed. SP maintained the charges and placed a PRS bar on to the account. C paid the outstanding balance but then almost one year later, C received another large bill, due to international calls that C did not make. C disputed these and only then was advised that the initial barring in place did not cover international calls. C complained to SP that it did not offer C adequate information on preventing such calls. SP maintained the charges and provided C with the necessary information regarding the matter. C did not pay the disputed amount and SP began chasing for payment, and C let SP disconnect its service due to this matter. The Ombudsman found that there was no evidence to suggest that anything other than a PRS bar was placed on to C's line initially. However the Ombudsman found that with the international calls, SP could have alerted C to the high usage therefore required SP to credit C's outstanding amount. The Ombudsman also found a shortfall in customer service from SP but welcomed its offer of a payment plan for C.

1.4

C contacted T after discovering charges for PRS calls on the received billing and contacted T to complain. T maintained the charges as correct, as the calls had been made via C's equipment. T added that a credit was applied to C's account for any delay in responding to the complaint. C adds that a considerable delay was encountered in receiving a response from T to correspondence sent. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that T could not have been alerted to the increase in expenditure on C's account. The Ombudsman was satisfied that C received an appropriate and timely response to the sent correspondence. Therefore, the Ombudsman does not require any further action from T in this case

1.5

C received an invoice from T containing international call charges generated by a rogue dialler. C complained that the charges should be removed from the account and also complained about the level of customer service experienced.

Having considered matters the Ombudsman was satisfied that the level of customer service delivered was acceptable and explained BT's duty to pay the original services provider and that it must then look to the customer to pay the charges on the invoice.

The Ombudsman could find no reason for payment not to be made and made no criticism of the customer service delivered.

1.6

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The Ombudsman could find no reason for payment not to be made and made no criticism of the customer service delivered.

2.0 Billing

2.1

C moved house and requested T to transfer their services. T opened a new account but failed to close the old account and C incurred duplicate charges. T closed the old account and promised a cheque refund would be sent but C never received this. C experienced a poor level of customer service.

The Ombudsman considered that C had experienced a shortfall in customer service. T was required to refund any payments that had been overpaid. A nominal goodwill payment was awarded for the shortfall that had occurred and T was required to write a letter of apology.

2.2

C believed they were being overcharged as they were on the wrong package. T stated that C was on the package they had chosen and was being charged in line with that package. C requested cancellation of their account but T did not receive the initial request, there was then a technical problem in closing the account. T made a goodwill offer.

The Ombudsman was of the opinion that no overcharging has occurred on C's account as they had been charged in line with the tariff they had chosen. The Ombudsman was

disappointed that there was a delay in closing the account. T was required to fulfil its goodwill offer and write a letter of apology.

2.3

C disputed bills with T. T maintained bills as correct. T agreed payment plan with C but C did not meet second agreed payment. T then terminated the account due to non-payment. C disputes the remaining balance which is with a collection agency.

The Ombudsman said that although there was evidence of a shortfall in customer service C was liable to pay the outstanding balance. T requested to send a letter of apology and award a nominal goodwill gesture. C urged to contact collection agency to arrange payment plan.

2.4

C took a mobile abroad where C made International Roaming calls. When C returned to the UK C's services were disconnected due to C exceeding the account credit limit. C contacted SP and ascertained the high charges applied to C's account as a result of the International calls. C claimed that SP should have disconnected services when C reached the account credit limit, and as SP had not, C was not prepared to pay the high charges.

SP informed The Ombudsman that credit limits were an internal measure of control and were not to be relied on by a customer for managing call usage. SP also explained that International Roaming charges are invariably late being charged to an account hence the delay in disconnection once charges had exceeded credit limit.

The Ombudsman concluded that C had availed himself to the services of SP whilst abroad, which C knew beforehand would be expensive, and the calls had been made by C's own volition. C was responsible for managing C's call usage and could not rely on a service provider to do this as a matter of course. C was liable for the charges and should meet them.

The Ombudsman also commented that SP had dealt with the complaints made to SP in a timely, professional and open manner. She decided that whilst SP need not take any further action in respect of C's complaint SP should consider the need for advising customers of the delay in charges being applied to billing when a phone is used abroad.

3.0 Broadband

3.1

C contacted SP with issues relating to broadband, connection and poor customer service. SP stated that C's connection issue was due to security packages on the PC stopping connection and that it did not have any responsibility for C's PC settings.

The Ombudsman was satisfied that C has fallen outside of the cooling off period, and therefore, if wanting to leave the broadband agreement early would have to meet the normal penalties for termination. The Ombudsman recognised the difficulties experienced by C and believed the best way forward is for SP to contact C to determine the exact cause of the failure to connect. This is to be done on a goodwill basis. The Ombudsman understands the frustration of C not receiving a call back as promised, and considers this a service shortfall.

Therefore, SP should contact C to address and determine the nature of the failure to connect to the broadband service. If it is diagnosed that C's PC is at fault, then C should ensure that work is undertaken to address this as SP has no responsibility for the PC or settings. If a broadband signal fault is found then SP, should cancel the agreement without penalty, and clear all raised service charges. SP should offer a credit against her outstanding balance for the failure to action a call back along with a letter of apology.

3.2

C contacted T with issues regarding broadband technical faults, loss of service and poor customer service. T acknowledged C's faults and offered to refund all charges raised for the broadband service.

The Ombudsman finds that C had received a shortfall in service from T.

The Ombudsman was satisfied however that the offer made by T to refund all charges for the broadband service covered all service shortfalls in this case.

Therefore, T was required to offer a refund of charges taken including VAT and no termination charge along with a letter of apology.

3.3

C requested cancellation of broadband with SP. SP did not disconnect the service due to an error. C continued to be billed by SP. C sent letter of complaint but received no response.

The Ombudsman said that C had received poor customer service from SP. SP to refund C with an overpayment made and to also award a nominal goodwill payment. SP to send a letter of apology to C.

3.4

C applied for SP's broadband service but SP consistently failed to connect C citing reasons such as C's number belonging to a cable operator, having incompatible products on the line, and also the exchange being full. Whenever C called SP to discuss the problem and request escalation, C was consistently told that they were either unavailable or just not present. At no time was C able to escalate the complaint to a more senior level. C then cancelled the agreement however SP maintained its marker on C's line for a long period despite repeated requests from C to remove it. SP also billed C after the cancellation period. C sent two letters of complaint to SP, including via recorded delivery, but received no response. SP accepted that there were delays in both the provisioning of the service and also the removal of the marker off C's line, yet SP maintained that SP was reliant on third parties to ensure both. The Ombudsman understood this position but was of the opinion that as the service provider SP was ultimately responsible. It was clear that C had suffered a shortfall in customer service throughout and therefore she required SP to confirm the closure of C's account in writing with zero balance, confirm the marker had been removed, offer C an apology and also a small goodwill payment, and finally ensure that no adverse data had been passed to C's credit file.

3.5

C subscribed to T's Broadband Internet services. C experienced problems accessing the Internet. T agreed to upgrade the speed of the connection to resolve the problem. C agreed. However, before the upgrade took place C requested that the account be cancelled. T therefore charged C a cancellation fee. C felt that because C had never been able to access the service C should not be expected to pay the cancellation fee. T ignored C's letters of complaint.

After Otelo had asked for T's case file, T admitted that it should have responded to C's complaint. Therefore it offered to cancel all charges on the account. The Ombudsman considered that this would resolve the complaint and required T to carry this out.

3.6

C contacted SP and requested upgrade for broadband. C later discovered that SP had added a dial-up internet account and charged C for this. C also suffered loss of broadband for six weeks.

The Ombudsman found that SP refunded C the charges for dial-up service, despite it not adding this service. Furthermore, she found that SP tried to rectify the technical issues by liaising with the telephone line provider. The Ombudsman considered C's claim for compensation to be excessive. She required SP to provide C credit of broadband charges as a goodwill gesture.

3.7

C subscribed to several of T's services. C was unhappy with the standard of T's services, experiencing several technical problems. C's spouse asked T to cancel the service. T informed the spouse that only C could request cancellation. Before C contacted T, T referred the account to a debt collection company. C then contacted T allowed C to cancel the services. T cancelled the account, cleared the amount outstanding and informed the debt collection companies.

The Ombudsman was of the opinion that C had experienced inconvenience and incurred costs because of the poor standard of services provided. Therefore, T was required to make a goodwill payment to C to recognise this. T was also required to confirm C's credit file had not been affected.

3.8

C made a number of complaints to T about the BB service being provided. T stated that each problem was resolved by the Technical Department, with the information provided suggesting that some of these were due to problems outside of its control. C provided some evidence to suggest T had not always provided an adequate service, with T acknowledging some errors had occurred. T stated that a billing error had led to no invoices being raised for 18 months, and also highlighted that C had never made any payments during the two years it had provided a service. C requested compensation, but T stated that it would normally cancel all charges except the last four months.

The Ombudsman concluded that while C may not have received the level of service he could have expected, this had essentially been provided free of charge due to T's billing error. In the circumstances she concluded that T's offer to cancel all charges except the last four months was very reasonable. In resolution the Ombudsman required T to send a letter of apology and provide a MAC code if required. She also required T to maintain its offer and provide a final bill for the last four months of service.

3.9

C agreed to a telephone and broadband service from the SP; however problems were experienced with the SP being unable to provide the broadband service. The Sp highlighted that the fault had been highlighted several times, without the correct action being taken. C also complained about poor customer service.

The Ombudsman was concerned that the Sp had failed to resolve C's problems or provide a clear explanation of the issues being faced. On review of all facts she also concluded that C had received poor customer service. In resolution the Ombudsman required the SP to send a letter of apology, and either provide the required service or give a clear explanation of the problems being facing. The Ombudsman also required the SP to provide a full refund of all broadband charges and a further credit to the account as a goodwill gesture.

3.10

C changed from internet dial up to broadband with T on its cable service. C did not inform T that the dial up account needed to be cancelled as C assumed that T had cancelled it. C continued to be charged by T until C realised three months later. C requested a refund from T for the payments made.

The Ombudsman said that the onus was on C to advise T that the dial up service needed to be cancelled. The Ombudsman said that T was not liable to refund C and no further action was required by T.

3.11

C decided to upgrade from dial-up to Broadband Internet, and contacted T accordingly. T agreed to the upgrade. However, T failed to cancel C's dial-up account, and C continued to receive bills for this service. C also identified three calls on C's bill that C disputed making.

The Ombudsman found evidence that the three disputed calls had been made by a rogue dialler, and therefore did not require T to refund the costs of the calls. However, she did decide that T should have cancelled C's dial-up account, and therefore required T to clear all dial-up charges from the account and to make a goodwill credit to C's account to recognise the inconvenience caused.

3.12

C experienced Broadband service issues and cancelled it later with T. C tried to get T to remove the marker placed on the account and resolve billing issues. Despite numerous contacts by C T didn't action the letters or telephone calls, which were made to a premium number.

T advised the Ombudsman that the marker had been removed and a credit had been applied to the account. The Ombudsman noted that C had experienced poor customer service levels from T and required T to provide C an apology and a goodwill payment in recognition.

BB, disputed charges, refund

5.0 Cancellation

5.1

C contacted SP to cancel their account but they continued to receive monthly invoices. SP stated that it had not received a cancellation request. C experienced a poor level of customer service. SP agreed to credit the outstanding balance and close the account.

The Ombudsman considered that the balance of probabilities suggested that C did make a cancellation request. Although the Ombudsman was pleased to note that SP had now closed the account and cleared the outstanding balance, she appreciated the inconvenience this matter would have caused C. The Ombudsman is of the opinion that a shortfall in customer service had occurred in this instance. SP was required to make a nominal goodwill payment and write a letter of apology.

5.2

C initially signed and entered in to a contract with SP, but when C cancelled the contract, SP levied a termination charge that C was unhappy with. C then complained that the contract had been miss-sold regarding the tariff C was on, the minimum contract term as well as the cancellation fee. C complained to SP in writing however SP simply maintained its position. The Ombudsman was presented with a copy of the contract in place, from both parties. From the evidence provided the Ombudsman was satisfied that the contract in place was valid, and therefore a termination fee would apply as C had cancelled within the minimum contract period. However the Ombudsman did find that SP did not respond to C's initial letter of complaint that was sent via recorded delivery. Therefore the Ombudsman required SP to credit C's outstanding balance with a small goodwill payment.

5.3

C requested cancellation of a service for SP. SP did not observe the request and continued billing for many more months. C wrote many letters but they were not acknowledged.

The Ombudsman required SP apologise, refund any payments made after a one month notice period had elapsed and make a goodwill payment in recognition of the poor customer service.

5.4

C requested cancellation of SP' service yet SP did not action this request. C requested cancellation initially via telephone and then confirmed this in writing in line with SP's request. SP continued to bill C for services and ignored all correspondence. C continued to complain but the matter was then referred to a debt recovery agency. SP provided the Ombudsman with no information for investigation. Therefore the Ombudsman could only consider C's argument. The Ombudsman found that C had cancelled in line with SP's policy and also tried to resolve matters but received no response from SP. The Ombudsman required SP to confirm the closure of C's account in writing with a zero balance, provide C an apology, small goodwill payment and also ensure C's credit history.

5.5

C said C did not agree to a further contract with T for both line rental and calls. T said that although the contract sent in the post had an error due to the contract term that C had agreed to T's contract terms and provided a recording of the sales call. C sent letters to cancel the contract and T responded advising that C could not cancel until the anniversary date.

The ombudsman said that C had agreed to a one year contract with T for line rental and calls and so therefore could not cancel without penalty until the anniversary date. C to arrange with another supplier to transfer service on this date. T to send C a letter of apology for any confusion caused over the contract term.

5.6

C claimed that a 12 month contract had been mis-sold and that later an offer was made, in writing, by T that the contract could be cancelled if the bill was paid. A copy of this letter was never produced. T could not produce a recording of the sales call as it had not been kept.

Given the lack of proof from both parties the Ombudsman decided a compromise would be appropriate and required the cancellation of the remainder of the contract (three months) but no compensation would be required for poor customer service that had been experienced.

5.7

C purchased a mobile phone from T on a contract basis. C then was involved in an accident and was unable to pay the line rental. T therefore disconnected the account and charged C an early termination fee. C complained that C was misled by the original sales representative that the contract could be cancelled at any time without penalty and did not receive the Terms and Conditions.

The Ombudsman could find no evidence to support C's assertion that T had told C that the contract could be cancelled at any time. The Terms and Conditions of the contract stated that the contract had a minimum term, and that a cancellation charge would be due if it was cancelled early. It was decided that C was responsible for making C aware of the Terms and Conditions, and even if C had no received the Terms and Conditions when the phone was sold, C could have obtained them from T. The Ombudsman concluded that T was entitled to charge the termination fee and required no further action.

8.0 Customer Service

8.1

C complained to T after being contacted about a large outstanding balance on the account. C refused to make a payment complaining that T had failed to provide a quality service and this led to a call bar being placed on the line and early termination fees being applied in relation to the broadband contract. C complained to the Ombudsman highlighting that letters had received no answer. C requested for the contract to be cancelled without penalty and for the late payment fees and cancellation charges to be refunded. T believed this was inappropriate but offered to refund any package fees during the period there was a bar on the line.

The Ombudsman believed there was no evidence to suggest that T had failed to provide a service or charge the account correctly. On this basis she concluded C should remain liable for the outstanding balance, but required this to be reduced with a refund of the package fees and a further goodwill gesture in consideration of the poor customer service. She also required T to send a letter of apology.

8.2

The Ombudsman concludes C experienced a shortfall in customer service. SP failed to close the accounts when requested and allowed further charges to generate. Due to non-payment the accounts were passed for recovery action, however the Ombudsman concludes C was not liable for this debt. The Ombudsman considers C was inconvenienced by this service failure and incurred costs when seeking resolution to the complaint.

The Ombudsman welcomes SP's action to close the account and clear the balances; however, is critical of the delay in completing this action. The Ombudsman directs SP to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions and confirmation that accounts are closed with a nil balance. In recognition of the customer service issues raised on this case, the Ombudsman directs SP to make a goodwill payment payable by cheque.

8.3

Based on the information provided there is no evidence to substantiate the SP misadvised C regarding the existence of call barring. The Ombudsman concludes that SP makes its customers aware of its opt-in services in its magazine and on its website. The ultimate responsibility lies with C to request this service. The Ombudsman considers SP acted in accordance with its contract to restrict its services due to non-payment.

The Ombudsman requires no further action in respect of this complaint.

8.4

The Ombudsman is disappointed with the level of customer service demonstrated on this case. SP lost C's letter of cancellation of Enduring Power of Attorney (epa) certificates thus causing C further inconvenience and cost. SP failed to close the account as requested and continued to charge rental. The account was passed for recovery action.

The Ombudsman welcomes SP's actions to reimburse C with the costs of the EPA certificates and its clearance of the outstanding balance of account in goodwill. However, she directs SP to issue a formal letter of apology and an assurance that its service failure has not had a detrimental affect on C's credit history.

The Ombudsman does not consider that SP is obliged to reimburse solicitor's costs. In recognition of the customer service issues raised and that the complaint became protracted, the Ombudsman directs SP to make a goodwill payment payable by cheque.

8.5

C experienced a fault on the line and reported it to SP. SP provided a call divert service until an investigation could be carried out. SP found that the fault was with C's equipment and a fee was charged for the engineer. C disputed the fee and asked to cancel the service. SP cancelled the service but as the minimum term had not been reached a termination fee was applied. C disputed the fee and claimed that SP had not advised of the minimum term. SP pointed out that C was still within the first year of service and that no other issues had been raised during that time. C had also accepted the discount for the first year and therefore SP felt its actions were appropriate. SP did however accept a reduced payment in settlement of the fee. C complained that SP had failed to respond to written complaints but SP claimed that it had not received any.

The Ombudsman noted that C had included payment with a written complaint and therefore it was clear that SP had received it. However, the Ombudsman noted that SP had provided an acceptable service in respect of the fault reporting and subsequent termination fee after cancellation within the minimum term. SP was required to issue a letter of apology for the failure to respond to the written complaints and also issue a small goodwill payment. SP was not required to refund the termination fee paid by C.

8.6

C moved house. C advised T of this. C also asked for a payment plan to clear the outstanding balance. T sent the response to C's old address. C did not receive the letter. Two months later T suspended the account. C called T and arranged a payment plan. C however failed to make the agreed payments, and continued to complain to T. T accepted that C had experienced inconvenience and offered to credit C's account with two month's line rental. C refused this offer, demanding that T remove the default registered on C's credit file.

It was clear from the evidence submitted that T had sent its letter to the wrong address. However, it was also noted that at the time the request was made, the account was already several months in arrears. C was aware of this but did not contact T again until after two months later, when the account was disconnected. C then failed to make the agreed payments. For these reasons the Ombudsman was of the opinion that T was entitled to register the credit default. T's offer in respect of the poor customer service was considered reasonable, and T was required to write to C to confirm that this credit had been made.

8.7

C was placed on the incorrect package by T. Despite calls and letters T corrected the package but did not amend the bills in a timely manner. C cancelled the Direct Debit which resulted in C's loss of service. T advised the Ombudsman that the matter was now resolved as the appropriate credits had been applied. The Ombudsman required T to provide C an apology for poor customer service levels, recall the debt from the debt collectors, remove the termination fee charges as a goodwill and provide a goodwill payment.

8.8

C changed address and was soon advised by SP that a new contract had come in to force. C complained that the new contract had not been agreed and wanted to cancel. SP then applied a termination fee. SP investigated the complaint and found that it could not prove there was a contract with C and agreed to cancel it.

The Ombudsman considered the action taken by SP was appropriate, but she also required an apology and small goodwill gesture in recognition for the shortfall in customer service and a premature referral to a debt collector.

12.0 Disputed Charges

12.1

C had an account with SP and although believed C had closed this correctly, C continued to use SP's service, albeit unwittingly. However SP did not notify C of this until 13 months later when it sent C a demand for payment of the accrued amount. C accepted that C had used the service but believed SP should bear some responsibility, thus reducing the amount outstanding. C complained to SP and eventually SP credited C's balance with an amount equivalent to almost half. The Ombudsman found that both parties should bear responsibility for this accruing, but found that the amount SP had credited to be fair and reasonable. The Ombudsman required SP to confirm its credit in writing, and close down the account. SP was also required to set up a payment plan with C for any remaining amount.

12.2

C requested SP to cancel some call features but SP failed to action the request. There was a long delay before SP cancelled the call features and refunded the service charges incurred. C experienced a poor level of customer service.

The Ombudsman was pleased to note that SP had now cancelled the call features and credited the service charges incurred. However, she was disappointed the company failed to take appropriate action in the first instance. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. SP was required to make a nominal goodwill payment and write a letter of apology.

12.3

C disputed the early termination fee on their account as they believed their contract had expired. T advised C that it would waive the fee as it could not prove the contract length. C asked if any further early termination fees would be incurred and T said no. T disputed advising C on this. C experienced a poor level of customer service.

The Ombudsman was of the opinion that T had given C misleading and contradictory advice. The Ombudsman considered that these factors were indicative of a shortfall in customer service. The Ombudsman required T to apply a goodwill credit, which was equivalent to the early termination fee, to C's account.

12.4

C contacted T with issues regarding disputed charges, faulty handset and poor level of customer service. T maintained the charges as correct as the contract was ended within the minimum term and a termination fee was applied. T offered a goodwill gesture payment to C.

The Ombudsman was satisfied that T was warranted in chasing C for payment as a termination fee had been applied to the accounts for ending the contract before the minimum supply period had finished. The Ombudsman noted the goodwill gesture offered to C by T and the reversal in the credit file default due to late payment.

Therefore, the Ombudsman required T to maintain its offer of a goodwill gesture payment, along with an apology letter.

12.5

C disputed charges for international calls. SP advised C to call the number to identify the recipient. C was unable to connect to the number and again queried the charges with SP. SP failed to carry out an investigation and C incurred further charges.

The Ombudsman accepted that SP was unable to identify the disputed number but she also noted that SP failed to advise C appropriately in respect of the investigation. SP

was required to issue a small credit for the shortfall in service and to issue an apology for failing to communicate with C.

12.6

C complained that SP had levied charges for two services running in tandem. C did not consider payment was due as SP should have made them aware of the potential issue.

The Ombudsman agreed with SP that C had a responsibility over the services accessed but required SP to apologise for delay in providing a response to C's complaint and to make a goodwill gesture.

12.7

C moved address and requested account termination but for only part of the service provided by SP. C complained about poor customer service, that SP continued billing and did not terminate the remaining service as expected. SP investigated the complaint and found that C had not requested complete closure of the account and could demonstrate continued usage for some time after the initial request to close.

The Ombudsman considered that poor customer service had not been demonstrated and agreed with SP that C had not specifically requested account closure and was pleased that SP had cancelled a notice period that C would otherwise have been liable for. She required the confirmation of termination and that the notice period had been waived.

12.8

C was receiving a telephone call service from SP when C decided to change C's telephone number. C told SP of the change in number but C did not provision it. This resulted in C paying two service providers for the same service. C complained to SP about this and when C sent SP copies of the billing C had received from the other service provider SP credited the account. C was unhappy with the amount credited and claimed that SP had forced C to open up a Broadband account or the credit would not be applied. C also claimed that SP had failed to honour a fee C was due for recommending friends to it and that SP had ignored C's complaints.

SP told the Ombudsman that it accepted that it was responsible for the error that brought about the duplicate charges but it had correctly calculated the amount to be credited and had applied this to C's account. SP disputed that C had been forced into opening a Broadband account and commented that the account had now been terminated without charged as C had been unable to access it. SP told the Ombudsman that C had not referred any friends to it hence C was not entitled to such a fee and C's complaints had been properly addressed. SP offered to make a small gesture of goodwill to C and to send C a letter of apology for any customer care failings.

The Ombudsman concluded that SP had applied the correct credits to C's account in respect of the duplicate charges. The Ombudsman also concluded that C had not cancelled the Broadband service when C was sent a welcome letter and that the comments C had made on a subsequent letter SP had sent her about this service indicated that C had been a willing subscriber to it. The Ombudsman also commented that whilst SP had provided C with information over the telephone in response to C's complaints, it would have been appropriate for SP to have acknowledged a subsequent e-mail complaint sent by a third party.

The Ombudsman decided that SP should maintain the small goodwill gesture it had offered and send C a letter of apology for any customer service failures.

12.9

C had a service upgraded without permission and later experienced service failure for four days. SP investigated and found the upgrade had been an error but would not pay for the consultant hired by C.

The Ombudsman considered the actions taken by SP had been reasonable, so too were the goodwill gestures, however, she required this to be improved with an additional credit and an apology.

12.10

C disputed short duration calls on their bill. T stated that C had connected to either an answering or call waiting service and as the call had connected a fee had been raised. C's line was disconnected whilst T investigated the charges. T applied a credit for the disconnection and the delay in responding to C. C experienced a poor level of customer service.

The Ombudsman found T's explanation to be reasonable. The Ombudsman noted the goodwill credits previously applied by T but she considered that these did not adequately compensate for the shortfall in customer service that had occurred. T was required to write a letter of apology and make a further goodwill payment.

12.11

C purchased a SIM card from SP and claimed that the retailer had not advised of a minimum term. SP claimed that the welcome information provided details of the term and the option to cancel within 14 days. C claimed that the service was never used but SP provided billing information showing calls made. C asked to cancel the contract and SP applied a termination fee. SP later credited the fee back to the account as a gesture of goodwill. C asked for a refund of all charges paid but SP refused. SP also explained that many of the charges claimed by C had never been applied.

The Ombudsman was of the opinion that SP had responded appropriately to the complaint. The Ombudsman considered the termination fee to be valid but she

accepted that SP wished to apply the credit as a gesture of goodwill. However, the Ombudsman did not require any additional action of SP and the remaining balance was considered to be valid and payable by C. The Ombudsman recommended that C contact SP to discuss the possibility of a payment plan to clear the balance.

14.0 Faults (Equipment)

14.1

C contacted T and raised issues relating to disputed charges, faulty equipment and poor customer service. T acknowledged C's complaint, provided a case file, but did not make direct comment on C's raised issues.

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

On the balance of evidence provided, the Ombudsman recognised the inconvenience C had experienced, however she noted the attempts made by T to resolve C's issues and the credits supplied and offered. As C has failed to pay an outstanding balance, the Ombudsman was satisfied that T is warranted in disconnecting the service due to non payment. T has offered a goodwill gesture to C and the Ombudsman finds this helpful in the circumstances.

Therefore, the Ombudsman believed that T should increase its offer of its goodwill gesture credit, against the outstanding balance along with a letter of apology and send C a full statement of C's account clearly showing the credits applied to her account.

14.2

C returned a faulty handset to the SP and was unhappy that there was a delay with this being returned. When called the SP for an update C was told that the model was out of stock, and when one was finally provided, it also failed to work. This was returned again and a further delay occurred without a handset ever being provided. C explained that some use was being made of the service, but only as C had unblocked an old phone. On review, the SP offered to now replace the handset and provide a credit to the account. C advised that the award was not sufficient considering the inconvenience, lack of reply to letters, avoidable delays, and subsequent costs incurred.

The Ombudsman concluded that the SP had failed to provide a service with due care, and that avoidable delays and poor customer service had been provided. In resolution she required the SP to send a letter of apology, ensure that a replacement and the proposed goodwill credit was received, and make a further goodwill credit in full consideration of all problems.

15.0 Faults (Line)

15.1

C experienced interruption of services from SP and wanted to claim compensation for business losses. SP investigated and provided a temporary service provision for the short term while it investigated. SP then offered a goodwill gesture.

The Ombudsman considered the action by SP to have been appropriate and the compensation claim by C to have been excessive. The Ombudsman required SP to ensure it completed the offers made and recommended C to accept this as a resolution.

15.2

C signed up to broadband with SP however C was unable to access it for several days despite following all of the instructions. When an engineer finally visited, after numerous phone calls and also three hours after the scheduled time, C was told that a special filter was needed due to their distance from the exchange. This was done but C was advised by the engineer that she may experience problems in the future. A few weeks later, C's telephones went down and although the first problem was solved over the telephone, a second problem highlighted to C, SP's incompetence and lack of customer care. After another period of time without a line, another engineer came out however a poor line was reinstated and C was advised that C would probably have to pay for this. C decided to then employ a telecoms specialist who diagnosed that there was an internal fault on a different part of the line and also that the SP engineer had connected the fax line to the wireless modem was causing interference that also prevented C's broadband from working. C refused to pay SP's engineer call out charge. C then continued to experience further broadband problems. The Ombudsman found that prior to investigation, SP had been liaising with C in order to resolve this matter and that SP had refunded its engineer charges and also offered C three months broadband, which C rejected. The Ombudsman was provided with no specifics regarding C's faults, only a report from the engineer C employed. From this the Ombudsman concluded that this engineer carried out further work after SP's engineers had carried out work, however the Ombudsman was satisfied that had already refunded its charges for this. The Ombudsman did not consider C's claim for SP to refund C's own personal engineer charges as she considered they were incurred at C's own choice. The Ombudsman welcomed SP's attempts to resolve this matter; however she also found that SP had not formally replied to a letter of complaint from C. The Ombudsman was satisfied that SP's offer of recompense was fair and reasonable considering the total time C's was without service and required SP to retain this offer. The Ombudsman also required SP to provide C with an apology and to respond to C's complaint formally in writing.

15.3

C had fault with line. SP was unable to re-provide line and so agreed to cancel without penalty. C approached another SP to port number to but says that SP delayed this port.

SP says it did not. C sent letters to Sp but received no response. SP said it had called C to discuss but C refused and requested a written response.

The Ombudsman said it appeared that the delay had been caused by Sp being unable to port the number as there was no existing account. C had however received a shortfall in customer service as SP had not responded to C's written response request. The ombudsman said that SP should send C a letter of apology and award a nominal goodwill payment.

15.4

C reported line faults to SP. SP attempted to fix the line faults but C claimed that the problems continued. C requested compensation from SP for the business loss and SP agreed to consider a claim. However, C did not provide the appropriate information. SP provided a credit for the service charges but advised that the additional business loss could not be considered. C sent written complaints to SP, which SP responded to. However, the line faults were not resolved.

The Ombudsman was of the opinion that SP had made every effort to resolve the issues in terms of the compensation claim and customer service. She also accepted SP's subsequent claim that the line fault had been resolved. SP was required to apply the credits offered to C and ensure that the claim was considered once the information was provided. SP was also required to communicate the outcome of the fault investigation to C.

15.5

T cut C's telephone line off accidentally. C complained. T took two months to reactivate the line. When it did so it allocated C a new number. T made a goodwill payment to C. C was not happy with the amount offered, and also wanted C's original telephone number to be returned.

The Ombudsman was satisfied that the goodwill payment T had made adequately recognised the problems that had been caused. T was required to write to confirm to C whether it was possible to return the original telephone number to C.

15.6

C suffered many faults which T attended to on each occasion. T did provide a refund and a credit but C did not seem to appreciate these had been provided. T did indicate one step that had not yet been taken in an effort to resolve this intermittent fault.

The Ombudsman required T to demonstrate how it had provided the refund and credit and to carry out the step it had referred to. In addition T was required to provide a small goodwill gesture to reflect the inconvenience suffered.

16.0 Financial Loss

16.1

C ran a clinic which suffered a loss of service on the telephone, internet and security services following a fault in the service. An AFL claim was submitted and most of the elements were rejected due to lack of evidence in support.

The Ombudsman required C to resubmit the claim with evidence to support it and where it was supported T was required to pay the claim.

17.0 Fraud

17.1

T allowed a customer to set up 2 mobile phones on C's contract. C was not aware of the phones. A few days later T recognised the phones may have been set up fraudulently, as a considerable amount of calls had been made. T called C. C was on holiday. C informed T that C had not set the phones up. On C's return, T agreed to cancel all charges for calls made by the two phones, and offered several months line rental. C did not consider this adequately recognised the distress caused.

The Ombudsman was of the opinion that T should not have allowed the phones to be set up, but also felt the offer made was reasonable. Therefore, no further action was required.

18.0 Information Disclosure

18.1

C contacted T regarding the re-allocation of a disputed telephone number to a third party and maintained that an agreement was made with T to retain the number. C wanted the disputed number back as it was associated with C's business. T stated that C agreed to transfer the number to the third party after agreeing to sell the business, but this broke down.

The Ombudsman finds that T has acted correctly in this case. There was no clear evidence that C made any changes to the initial agreement with T to allow the re-allocation of the disputed number to the third party after the sale of the business broke down. Once a number is re-allocated, T cannot return any number without the specific agreement of the recipient, in this case the third party. The Ombudsman was satisfied that T has investigated and escalated C's complaint accordingly. There is no evidence of any service shortfall in this case.

Therefore, no further action was required from T in this case

19.0 Installation

19.1

C asked SP to provide a Broadband service. SP made appointments for site assessment but could not locate the premises. This meant that C felt that the appointment had been ignored. C arranged further appointments and a site survey established that C's property was unserviceable. SP had opened an account for C. Although SP was unable to provide the service it took two direct debit payments from C's bank account which resulted in C incurring bank administration charges due to insufficient funds being in the account. C sent letters of complaint to SP but these went unanswered. C wanted the Ombudsman to direct SP to pay compensation to C for loss of work to facilitate site surveys and for the bank charges C had incurred.

SP told the Ombudsman that it had visited the site at the arranged times and that under the terms and conditions of the contract it was allowed to cancel the agreement if C's premises were found to be unsuitable. It had done this. SP also accepted that it should not have made the Direct Debits from C's account but it was prepared to pay for the bank charges this incurred and make a small goodwill gesture to C for the billing problem.

The Ombudsman decided that SP had no obligation to pay compensation to C for loss of work time and that SP's offer to refund the bank charges C had incurred was appropriate.

The Ombudsman also commented that there had been another customer care failure in SP failing to adequately respond to C's letters of complaint and to address this SP should increase the goodwill gesture it had offered.

20.0 International Call Charges

20.1

C received a bill from T containing Premium Rate Service charges. C complained to T, stating that C had previously asked for all types of numbers, apart from local numbers, to be barred. T informed C that C had a self-select call barring system, and that C was responsible for choosing what type of calls would be restricted. T also informed C that the number in question was to an international calling card. C accepted that members of C's family used these cards, but continued to complain that T had agreed to the call bar C described.

The Ombudsman was of the opinion that all indications showed that C had self select call barring on C's line. C had been paying for this service for a considerable period of time, and T did not offer the call barring arrangement C described. Also, the evidence suggested a member of C's family had called the number in question. For these reasons, the Ombudsman considered that T was entitled to expect payment of the charges. No further action was required.

22.0 Internet Connection

22.1

C experienced problems with broadband and claimed T was unable to rectify the fault. C provided T with an alternative number for broadband to be provided on for the remainder of their contract but T started a new minimum term contract. C requested to cancel their account and T said they would incur an early termination fee. C experienced a poor level of customer service. T made a goodwill offer.

The Ombudsman considered that if T had attempted to resolve the fault the subsequent issues could have been avoided. It was clear that C contacted T prior to the commencement date of broadband to cancel the service. The Ombudsman considered that a clear shortfall in customer service had occurred in this instance. The Ombudsman welcomed T's goodwill offer. T was required to refund any broadband service charges incurred due to the fault and fulfil its goodwill offer. T was required to write a letter of apology.

22.2

C's internet dial up service was disconnected by T. T said it received a disconnection notice but C says this was not sent by C. T reconnected the service but it has not worked since. C has had computer and modem checked and no fault can be found. T said the account was set up correctly. C sent letters to T but received no response.

The Ombudsman said it could not be known why the service was not working. T requested to contact C and talk through set up of service. If still not working then C to arrange to check equipment again. The Ombudsman said that C had received a shortfall in customer service so T requested to refund all charges raised since the disconnection.

22.3

C couldn't connect to the internet and T advised C to disable their anti virus protection. C could connect to the internet but their equipment became infected by a virus. C experienced a poor level of customer service.

The Ombudsman found it unfortunate that C's computer had been infected by a virus. However, she considered that T had only been following its trouble shooting process and

was trying to assist C. Nevertheless, the Ombudsman was of the opinion that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment and write a letter of apology.

24.0 Mis-selling

24.1

C received a sales call from SP and agreed to its services based on SP transferring all three of C's lines and providing C with just one bill. However after a few months C noticed that C was still being billed line rental by a previous supplier and that savings were not being made. SP then advised C that it could not support the transfer of C's main line. Therefore C cancelled C's payment method and wanted to cancel the agreement. SP then levied termination charges on to C's account and chased for that payment. Upon investigation by the Ombudsman SP advised that it did not have a copy of the initial sales recording and therefore it could not counter C' claim. The Ombudsman welcomed this admission from SP and also that it had since removed any termination fees fro the account. The Ombudsman saw no reason to say why C should not pay for any calls routed through SP's network, as C did agree to the transfer; however the Ombudsman also found that C had received a shortfall in customer service from SP with its lack of response to C's recorded delivery letter. Therefore the Ombudsman required SP to credit C's outstanding balance with a small goodwill payment. Once this had been actioned, SP was required to confirm the closure of the account without penalty and with a zero balance, provide C an apology for any inconvenience and poor customer service received, and also ensure that C's credit details had not been altered.

24.2

C was cold called by SP and agreed to a service contract. When C received SP's Welcome Pack C decided that C no longer wanted to go ahead with a transfer of services to SP. C called SP and asked for the contract to be cancelled. SP applied a termination charge to the account it had opened for C and demanded that C meet it. C refused.

The Ombudsman saw that the transfer of services never took place and in accordance with SP's Code of Practice and Ofcom's view on cancellation during the switchover period, C was entitled to cancel the agreement and had merely exercised that right.

The Ombudsman also concluded that prior to SP's call, C had been receiving a residential service and the service SP had provided was for a business line. The Ombudsman believed that the sale of the product should have been on a like for like basis but this had not been the case and there was no mention of a business line service on the call recording.

The Ombudsman decided that T should withdraw the termination charges it had applied and close C's account.

34.0 Service Transfer

34.1

C was moving house and asked the SP to transfer all services. However, due to technical problems the SP advised that there would be a considerable delay with this, so C requested disconnection of all services. A dispute then ensued with C stating this had been accepted but not processed, but with the SP having no record of a request being received. This led to C receiving further bills and C complaining to the Ombudsman. The SP on review decided to cancel the account without any early termination fees being applied.

The Ombudsman welcomed the SP's decision to cancel the account without charge. However she concluded that C had received some poor customer service. In resolution she required the SP to send a letter of apology, provide written confirmation that the account had been cancelled without charge, and send a cheque payment as a goodwill gesture.

34.2

C contacted T as a loss of service was encountered when the lines were being transferred. T stated that it had no accountability for any losses C raised and this was clearly set out in its terms and conditions. T added that the mainline provider had initially offered a set amount of compensation to C.

Whilst the Ombudsman understood C's frustration in this matter, T does not have any accountability for his alleged losses and the claim made. This is clearly set out in T's terms and conditions and is accepted at the point of sale and agreement of services.

Therefore, the Ombudsman does not require any further action from T in this case

34.3

C requested cancellation of account with SP and transferred to another provider. C continued to be billed by SP and disputed this. C sent several letters to SP but remained dissatisfied with the responses received. SP advised that it had not been informed by the other provider that service had transferred and that was why C continued to be billed.

The Ombudsman said that although the error had not been SP's its lack of supervisor call backs to C and the length of time the complaint was ongoing was unacceptable. SP to remove all late payment fees and line rental charges. SP to credit remaining balance with a nominal goodwill payment. SP to send C a letter of apology and a cheque refund.

34.4

C was contacted by SP and C agreed for SP to send C details of its service only, to C. C also gave SP C's bank details to confirm the call. C did not receive any documentation via the post but was sent a bill from C's existing SP for breach of contract. C then received a bill from SP. This was the first that C was aware of C's services having been transferred to SP. C complained to SP via telephone and in writing but to no avail, as SP maintained its position. On the balance of the evidence provided and the recent ruling by the regulator, Ofcom, about SP, it was decided that SP should cancel C's contract without penalty, provide C an apology, goodwill payment and confirm that C's credit status had not been affected as a result. The Ombudsman saw no reason to say why C should not pay SP any call related charges.

34.5

C obtained calls via another provider through the Carrier Pre-select Service (CPS) method and telephone line rental was with T. C informed T of the move to another address. C later found that the CPS had not been transferred which resulted in C receiving a bill from T for calls routing to its network. T cleared the charges as a goodwill. The Ombudsman required T to provide C a goodwill payment for poor service levels.

35.0 Stolen/Lost

35.1

C reported a loss to SP. SP did not accept the loss report had been made and refused an insurance claim which C eventually accepted. C then cancelled payments as the contract had expired, but did not inform SP of this. SP continued billing but later offered to cancel the debt.

The Ombudsman considered this action was appropriate and did not require SP to take any further action.