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2.0 Billing

2.1

C disputed back dated calls on bill with SP. SP maintained as correct but C remained dissatisfied. C sent letters to SP but remained dissatisfied. C requested a refund of disputed calls and compensation proposed to award a nominal goodwill payment due to the lack of response to one letter and to remove any late payment fees, although these were applicable.

The Ombudsman said that the calls charged were back dated calls and that SP's explanations to C were correct and C liable to pay for the calls. The Ombudsman also viewed SP's proposal as a reasonable resolution.

2.2

C did not receive a bill for over a year despite chasing the SP for action. SP advised the Ombudsman this was due to a technical failure. I consider C experienced inconvenience and incurred costs when seeking resolution to the complaint. When SP advised it had eventually re billed the account but on doing so failed to issue a bill.

In summary the Ombudsman requires SP to make a goodwill gesture in recognition of the customer service issues, the inconvenience and costs C incurred; send a copy of the bill; endeavour to send out future itemised bills in a timely manner; and to issue a formal letter of apology

2.3

C complained that SP failed to terminate an account and maintained its billing. SP investigated and found a technical fault. It rectified this, but not before C was billed again. SP addressed this and offered an apology.

The Ombudsman considered there had been no shortfall in customer service, but the issue had been ongoing for many months and so another goodwill payment was required. As SP had made written apologies previously, it was not required to do so again.

2.4

C wrote to SP regarding some advanced charges on C's bill that C maintained C had cancelled previously. C requested a refund of this, confirmation and also an apology. C received no response and therefore sent a further letter but again received no response. C then received a bill which confirmed the advance charges had since been refunded, but as C had received no formal response, C complained again. C received a call from SP apologising, but C requested this to be sent in writing. However, C then received a letter from SP that was contrary to this and stated it was too early for SP to be able to

respond to the complaint in full. C sent a further escalated letter at this point, but again received no response.

The investigation found that SP did take actions on C's account following C's initial complaint letter, but it is clear it did not respond to C as requested. SP did respond to C's next letter, but C clearly did not receive this and the investigation was also concerned at its content. Following C's further complaint, it was clear that an incorrect letter was then sent to C and also that SP did not respond to C's final escalated complaint letter either. From the evidence provided for investigation it was clear that C had received several shortfalls in customer service from SP throughout this matter and, therefore, it was proposed for SP to confirm its actions in writing to C, offer C a formal apology and also provide C with a goodwill payment.

2.5

C was experiencing health problems and was behind on payments to SP. Therefore, C gave Power of Attorney to C's solicitor who then contacted SP to notify and also make the necessary payments for the outstanding balance. C was being disconnected but required the telephone service due to C's health status. However, SP continued to keep the line disconnected and did not process payments straight away. C's solicitor complained to SP that all correspondence and bills should now not be sent to C, but SP did not action this until over one month after receiving the paperwork.

The investigation found that C was behind in C's payments and it was acknowledged that SP was within its rights to restrict the service for this. However, it was clear in this instance, particularly due to C's personal circumstances, that C had given Power of Attorney to C's solicitor, who had also made payments, but that SP was still not proactive in trying to assist resolve the matter, as C and the solicitor both wanted clarification on the account status. It was clear that both had received a shortfall in customer service from SP, therefore it was proposed for SP to confirm that all correspondence and bills would now be sent to C's solicitor, provide C's solicitor with a breakdown of C's account, to apply a goodwill credit to C's account and also provide both C and C's solicitor with an apology for the poor service they had both received.

2.6

C complained that C could not dial out to 0845 dial up number with SP. C had to utilise a breakout code which incurred charges with line rental provider. C complained to SP but received no resolution. Sp said that no fault could be found and that C had dialled out to other 0845 numbers with no problem. Sp proposed to refund C with call costs.

The Ombudsman said that based on the evidence provided it could not be known why C was unable to dial out to the 0845 number. As C now wished to cancel the service then there was no point in SP investigating further. The Ombudsman therefore required SP to refund C with all call costs as goodwill and send a letter of apology.

3.0 Broadband

3.1

C, a small business, ordered broadband from SP but was only able to receive 516K speeds. C complained by letter but did not receive a reply. C contacted SP again on receipt of a red reminder and SP arranged for the Technical Team to investigate the slow speeds. SP confirmed that it was unable to offer any higher speed at this time. C complained to Otelo.

The Ombudsman accepted that many factors affected the broadband speed and considered that SP had provided the fastest speed it was able to. The Ombudsman considered there had been some shortfall in the customer service but did not require SP to take any further action.

3.2

C complained to the SP about a delayed broadband provision. However, it seemed apparent that this was largely due to C failing to provide an active MAC. The provision was eventually completed with the SP making a goodwill credit in respect of some avoidable delays. C also complained about the telephone line being restricted due to the SP inputting incorrect banking information. The SP admitted this point but made further subsequent credits to the account in consideration of this point. However, the line was only put back on after a further delay with C highlighting that some letters failed to receive a reply. C also complained about email problems, also suggesting that the SP had failed to provide the promised router.

In full consideration of the poor customer service and delays the SP was required to send a letter of apology, make a further credit, send a new router, and arrange for Technical Support to call regarding C's email problems.

3.3

C agreed to a telephone and broadband service with SP and the telephone service was transferred without any delay. However, C was unable to connect to the broadband service and it was months before SP discovered that it was an internal electrical problem within C's property. C sent several letters to SP, but SP failed to respond to some of the correspondence.

The Ombudsman concluded that C did receive a poor customer service from SP due to the delay in providing the service and for failing to deal adequately with C's complaint. SP was required to provide C with a goodwill credit and send C a letter of apology.

3.4

C subscribed to SP's broadband service. After a few months, the service did not work, and C reported the fault. SP concluded that it was no longer able to provide the service because work had been carried out the exchange to increase the capacity of lines in the area. SP informed C that it would be cancelled without penalty. C complained, wanting SP to restore the service.

The Ombudsman was of the opinion that as SP was under no obligation to provide broadband to customers, that it would be inappropriate to require SP to take action to provide this to C. Several customer service failings were identified, and therefore SP was required to make a payment to C as a goodwill gesture.

3.5

C subscribed to broadband from the Supplier but it could not be provisioned. C was unhappy with the alternative and requested to cancel, which the supplier did. C received incorrect information from the Supplier regarding the provisioning of their account. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred in this instance. The Supplier was required to make a goodwill payment and write a letter of apology.

3.6

C asked to be upgraded to broadband. SP was unable to provision the broadband service but failed to keep C informed. The broadband was ordered five times but SP was unable to provide the service. C complained to Otelo.

The Ombudsman was unable to look at the main part of C's complaint as this related to a commercial decision by SP. The Ombudsman used discretion to consider C's complaint regarding the poor customer service received from SP.

The Ombudsman considered that there had been a lack of communication by SP and required a goodwill credit to compensate for the poor customer service.

3.7

C complained to the SP about its failure to provide a working broadband service. The SP confirmed there had been a number of problems but that these had been resolved. C requested cancellation and the SP advised C was entitled to do so. The information provided highlighted that the SP failed to take control of this matter, with C making repeated complaints about the SP's failure to cancel the account, provide a MAC, and provide a promised refund.

It was concluded that the SP had failed to take control of this matter and that an inadequate level of customer service had been provided. In resolution the SP was required to send a letter of apology, provide written confirmation that the account had

been cancelled with a nil balance, and send a goodwill cheque in full consideration of a promised refund, any telephone charges, and the poor customer service provided.

3.8

C placed an order with the SP for a telephone and ADSL broadband service. However, the broadband service failed to be connected for a number of weeks, with C complaining to the SP about the affect this was having on their business. The SP explained that the delays involved were due to line capacity issues in the area, and when these were resolved an expected date of provision was provided.

It was concluded that the SP had provided C with the promised services and within normal timescales given the line capacity issues raised. On this basis no further action was required.

3.9

C complained to the SP that their broadband service has stopped working, at which point C was concerned to learn that the broadband service was only residential as they had agreed to receive both a broadband service and landline on a business basis. It was clear that the SP had failed to ensure all necessary action was taken to ensure C's services were received as business services. While the SP also acknowledges failing to process two subsequent business orders in error. C also complained about being denied the opportunity to speak with someone in authority, with some of their letters failing to receive any response.

On the balance of probability it was concluded that the SP had failed to provide adequate customer service or take all necessary action to ensure this matter was resolved. In resolution the SP was required to send a letter of apology, provide written confirmation that both the landline and broadband services were now being provided on a business basis, and make a goodwill credit to the account.

3.10

C ordered broadband from SP, but there was a delay in providing the service and C was later disconnected in error. C complained to SP and later requested to cancel the service. SP offered C resolutions to C's complaint, but these were rejected.

The Ombudsman concluded that SP should cancel C's contract without applying any early termination fees, refund any broadband charges, send C a goodwill payment and a letter of apology.

3.11

C subscribed to SP's telephone and broadband services. SP failed to send C the installation pack to allow C to use broadband. C complained by telephone on numerous

occasions, but SP failed to send the installation pack. C sent a letter of complaint, but SP ignored it. C decided to transfer to another service provider. C managed to transfer the telephone service, but SP refused to release a Migration Authorisation Code (MAC) to allow C to transfer to another broadband provider. C sent another letter of complaint. In response, SP apologised for the problems, and offered to clear all charges from the account, including for the period of time C was a customer. C was not satisfied that this adequately recognised the problems caused.

The Ombudsman agreed that C had experienced substantial problems, and that SP should therefore make a further payment to C to recognise this. SP was also required to provide a MAC.

3.12

C experienced a loss of service for C's broadband service and complained to SP about this. Initially, a new modem was provided but the fault remained. Therefore, C reported the fault again and SP escalated the matter to its wholesale supplier, and although this supplier maintained the faults had been cleared, C's service continued to fail, and this went on for a period of several months. C also claimed that despite having arranged for engineer visits with SP, these were never met.

The investigation found that SP had initially taken the appropriate steps to assist C and that it was reliant on its supplier to rectify the matter. However, it transpired that midway through the complaint; SP provided the incorrect information that was considered pivotal to the fault being acted upon and also the engineer visits. On this basis, it was considered that C had received a shortfall in customer service from SP. Although it was clear that SP had already applied a credit for the loss of service, the investigation found this did not cover the entire fault period. Therefore, it was proposed for SP to apply a further credit to cover the whole period without service (minus the credit already applied for this) and also apply a further goodwill credit and apology for the poor customer service C received.

3.13

C experienced broadband connection problems. SP arranged for the fault to be investigated and told C the account would be credited when the fault was resolved. C received a bill which showed charges for broadband and calls to SP. C disputed the charges and cancelled the DD on the account. SP sent a payment reminder, but as it did not receive payment, barred C's services. C paid the balance, and although SP lifted the broadband bar, it did not reconnect C's phone. C wrote to complain, but SP did not reply. C sent a further letter. SP applied a credit, but C remained unhappy.

It was noted C had not contacted SP when the broadband issue first started, therefore, it was considered SP could not have resolved the issue sooner. SP's right to bar the services for non-payment was also accepted. However, SP's failure to reconnect C's call services was considered to be reflective of a shortfall in customer service and it was noted that its failure to respond to C's letters had delayed resolution of the complaint. SP was required to send a letter of apology, make a payment as a gesture of goodwill,

refund the credit balance on the account and confirm the account had been closed with a zero balance.

3.14

C claimed SP misrepresented its broadband service by alerting C later about the fair usage policy. SP maintained that the fair usage policy was part of its terms and conditions and this information had been sent to C prior to the broadband service commencing. The Ombudsman found that since the terms and conditions had been brought to C's attention within the cooling off period C could have cancelled the Agreement within this period. The Ombudsman required no further action from SP.

3.15

C entered into an agreement of services for broadband but did not receive a modem for one month. SP acknowledged the delay and offered one months credit.

It was concluded that although C had been inconvenienced with regards to the delay in receiving the modem and ultimately getting the broadband service connected, C's overall experiences do not warrant penalty free cancellation. However, C has spent a vast amount of time on attempting to get the complaint resolved and a goodwill gesture credit is considered reasonable in the circumstances.

SP should increase the offer of one month's free broadband to three months as a goodwill gesture and send a letter of apology for the delay in sending out the modem

Or alternatively:-

If C does not want to remain a customer, SP should offer a reduction of three months service charges, as a goodwill gesture and send a letter of apology for the delay in sending out the modem

3.16

C ordered broadband from SP but was unable to connect. C telephoned technical support many times but was still unable to connect. C wrote to cancel but SP did not process the cancellation. C requested compensation for the time without a broadband service and for distress and inconvenience. SP accepted cancellation but was not prepared to compensate C. C complained to Otelo.

The Ombudsman considered that there had been unreasonable delay in cancelling the broadband service and required SP to provide a goodwill payment to compensate C for the shortfall in customer service.

3.17

C ordered broadband from SP. C was unable to obtain a satisfactory connection and cancelled. C asked for a migration code but SP advised this was not needed. C was unable to obtain an alternative provider as the line was blocked. C wrote to complain on two occasions but did not get a reply. C complained to Otelo.

The Ombudsman was concerned that SP had provided inaccurate information in its case summary and believed C had cancelled before the broadband was live when this was not the case. The Ombudsman required SP to ensure that all markers were removed from the line and to provide a goodwill payment in recognition of the shortfall in customer service.

3.18

C complained to the SP that they hadn't agreed to a term agreement broadband service. However, the information provided suggested that the service had been agreed online and that it was C's responsibility to familiarize themselves to the service and terms being agreed. It was clear that C was on a low income and unable to meet the SP's requested payments. This led to the SP restricting the service, applying early termination fees and passing the account to a debt collection agent. In such circumstances it was concluded that the SP was entitled to take such action, although C highlighted that the SP had failed to provide any response to a number of letters and emails.

It was concluded that the SP had failed to provide an adequate level of customer service, but that it was entitled to follow normal collection procedures due to C failing to make all relevant payments. In light of this information the Sp was required to send a letter of apology for the poor customer service provided, make a goodwill credit to the account, and provide a full breakdown of the outstanding balance involved. It was also recommended that the SP contacted the debt collection agency to see if a reduced payment plan could now be provided as a gesture of goodwill. However, it was explained to C that this was a commercial decision for the SP to make and one which fell outside of the Ombudsman's jurisdiction.

3.19

SP failed to provision the broadband service due to DACS being on the line. SP delayed in telling C what the cause of the rejection was. This delay is indication of a shortfall in customer service however C remained responsible to provide a clear line. In summary the Ombudsman requires SP to provide the broadband service when the line is clear and it is possible to do so; and make a goodwill gesture in light of C's costs.

3.20

C placed an order for BT to transfer the BB service as a home mover. SP failed to activate the service or determine if it is possible to do so. SP failed to handle the complaint in a responsive timely manner and caused C inconvenience.

In summary the Ombudsman requires SP to contact C to make the appropriate arrangements to place a new broadband order and provide a contact that will provide C with regular updates on the progression of this order. Ensure C has incurred no broadband charges and provide a refund of any payments made. SP is to make a goodwill gesture in light of the customer service issues raised and costs of contacting the company; and issue a formal letter of apology.

3.21

C applied for broadband with SP. C was given activation date but C said that SP did not comply with this. C called SP and sent letters of complaint. C said that when service was connected C had to upgrade computer software. C requested compensation to cover cost of dial up calls, software and compensation for the stress and inconvenience caused. SP said that the date given to C was only estimated. SP said it had already refunded C for dial up costs. SP said not liable to cover software cost as this was C's responsibility.

The Ombudsman said that C had received a shortfall in customer service but that the date of activation was only estimated. The Ombudsman could also find no reason why SP should refund upgrade costs as C would have had to upgrade no matter which SP C had applied to. The Ombudsman required SP to award a further nominal goodwill and to send C a letter of apology.

3.22

C had a dial-up internet service with SP which offered virus protection, but then C transferred onto SP's broadband package which offered no protection, and C then suffered a virus that affected C's computer and files. C complained to SP about this and requested compensation for the costs C had incurred from a colleague for re-building the computer. SP agreed to some credits for C and also to a partial refund upon C providing the necessary evidence, but C remained unhappy and wanted a full refund.

The investigation found that SP should not be liable for customers failing to adequately protect their computers/equipment. In addition, in this instance it was evident that C was aware, prior to agreeing to the service, that it offered no protection and also that C was aware of the need to protect C's computer. Nevertheless, it was clear that SP had provided C with credits to cover C's broadband service charges, calls to its Technical helpline and also goodwill credits. SP did not provide a specific refund for C's costs, as C did not provide it with the necessary evidence. In this instance, it was considered that SP had already provided C with fair and reasonable recompense and, therefore, no further action was proposed of SP.

3.23

C ordered broadband. SP activated the service, but C experienced connection problems and was misadvised that a change of telephone number would resolve the issue. C changed the telephone number, but the issue remained. SP advised C the line could not

support broadband due to the line length. C asked SP for a line from a closer exchange, which SP refused. C complained, but SP failed to respond. SP identified C's cancelled broadband order and incorrectly reinstated it. C contacted SP to dispute charges for broadband, as C accepted broadband could not be provided.

The Ombudsman was satisfied SP's decision to provide broadband or a line from a different exchange was a commercial decision and outside of Otelo's terms of reference. However, SP's failure to respond to C's complaint, and its error in resubmitting the cancelled broadband order were considered to be reflective of poor customer service. SP was required to provide a refund of any broadband charges C had incurred, apply a credit as a gesture of goodwill, and send a letter of apology.

3.24

C encountered connectivity issues with broadband service supplied by SP. Despite following diagnostics the problem remained. C terminated the broadband service contract. Despite C complaining to SP the matter was not resolved and SP did not action the termination request. SP apologised that it did not respond to C's letters of complaint. The Ombudsman was concerned that SP did not provide a respond to C despite writing nine letters of complaint. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to refund the connection fee and to allow C to terminate services with SP without penalty.

3.25

C registered for broadband but experienced problems establishing a connection. C contacted SP, but as the issue remained unresolved, C requested that the service be cancelled. SP failed to respond and C's bill included charges for broadband. C disputed the charges and SP applied a credit. However, C considered SP had still overcharged and also complained that installation of SP's software had affected C's computer. C considered SP was liable for charges incurred removing the software.

SP explained it had little information relating to C's complaint. It confirmed that the quality of the broadband service had been poor due to the line length.

The Ombudsman accepted that C may have experienced problem with broadband, but was satisfied SP had applied a credit equal to all the broadband charges C had incurred. He did not consider SP was liable for call charges C may have incurred calling its Technical Support service. It was noted that C had been unable to substantiate the costs apparently incurred removing SP's software. The Ombudsman also referred to SP's terms and conditions, and was satisfied it was not liable for costs C may have incurred. It was accepted that C may have paid VAT on broadband charges incorrectly applied by SP.

SP was required to send a letter of apology, recalculate VAT on C's bill after incorrect broadband charges had been removed and provide a small payment as a gesture of goodwill.

3.26

C's broadband connection failed. C contacted SP but the issue remained unresolved and C eventually cancelled the service and transferred to another provider. However, C's new provider explained it was unable to provide broadband due to a fault on C's line. C's line was checked and it was established new wiring into C's property was required for which C would be charged. C disputed this.

The Ombudsman noted that the reasons for the failure of C's broadband connection were unclear. However, the Ombudsman considered SP may not have satisfactorily investigated the problem and failed to provide a refund of the broadband charges it had agreed to provide. It was accepted that SP was not obliged to provide C with broadband. SP was required to send a letter of apology, provide a payment as a gesture of goodwill and to deal with a new broadband order from C promptly should one be placed.

5.0 Cancellation

5.1

C agreed to a telephone and broadband service with SP, but moved home during the contract period. C's old account was closed and SP applied an early termination fee. A new contract was entered into, but C was not happy with SP's customer service and requested a MAC code. This was supplied, but SP pursued C for payment of early termination fees.

The Ombudsman concluded that, as a gesture of goodwill, SP should clear both accounts to zero and confirm in writing to C that both accounts had been closed. SP was also required to add a note to C's credit file to confirm that the accounts were in dispute, but both accounts had been closed and no money was owed.

5.2

C contacted SP to cancel the telephone account and received a bill, which C thought was the final bill. However, as call charges had been received after the last bill had been sent, SP sent another bill, but C queried the charges. SP agreed to apply a credit to the account, but one of the credits to be applied failed and the account was sent to a debt collection agency. C further disputed the requested payment and SP did apply a credit to clear and close the account. C wrote to SP to complain, but SP failed to reply.

The Ombudsman concluded that C had been billed correctly, but there had been some poor customer service from SP. SP was required to send C a small goodwill payment, a letter of apology and confirmation that the account had been cleared to zero and closed.

5.3

C cancelled telephone services with SP. C continued to receive bills for calls and contacted SP to complain. SP maintained the call charges as C had not transferred away to another provider. C complained to Otelo.

The Ombudsman considered that SP had failed to clearly explain the cancellation process to C. However C had the benefit of the calls made and was therefore responsible for the charges.

The Ombudsman required SP to provide a small goodwill credit in recognition of the shortfall in customer service.

5.4

C complained to the SP about the incorrect advice received from its staff. C complained they had been charged an installation fee, something which was disputed by the SP. C also complained of incorrect advice on the written notice needed to provide, while C disputed the early termination fee applied as a result.

It was concluded that the SP had correctly advised C throughout and in line with the Terms and Conditions. However, it was welcomed that the SP had offered to reduce the outstanding balance as a gesture of goodwill, and it was proposed that this should be maintained by the SP. The SP was also required to send a letter of apology for any distress caused.

5.5

C moved to another SP and SP charged a termination fee on the basis that when C upgraded a minimum contract was entered into. C claimed that the Advisor did not inform C about the minimum contractual term. SP claimed there was a verbal contract in place. Whilst the Ombudsman had no reason to doubt SP since SP did not provide any evidence of the verbal contract existing SP was required to provide a 50% refund of the termination fee as a goodwill gesture.

5.6

C asked SP to provide a credit that was left on the account after it closed. Despite numerous reminders by C SP did not do it. SP apologised that this was not done and agreed to carry this out. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide assurance that the account had now been fully closed displaying nil balance; and to provide a credit that was left on the account.

5.7

C cancelled the services with SP, but continued to be billed. SP also disconnected C's services early, without any prior warning. C sent letters of complaint to SP, but it failed to deal adequately with the queries and complaints raised. SP did eventually offer C a resolution, but C rejected the offer.

The Ombudsman concluded that C had been overcharged and that there was some evidence of a shortfall in customer care. Therefore, SP was required to provide C with a goodwill payment for any stress and inconvenience caused.

5.8

C took a broadband service and experienced problems which were found to relate to a lack of filters being used on the numerous telephone sockets at C's house and to C's use of an operating system that was not sufficient to support the service. After these matters were dealt with there did not appear to be further problems for a number of months after which problems were found to relate to out of date drivers and C was advised to update these. C disputed that a minimum term had been agreed in relation to the contract length.

SP was required to provide a copy of the agreement highlighting the minimum contract period. If this could not be provided SP was required to release C from the contract.

5.9

C cancelled the telephone service with SP and ordered broadband service at the new property. SP did not cancel the service at the previous address which meant C received bills at the old address. SP admitted its error and agreed to refund C. The Ombudsman required SP to provide C an apology for poor service and goodwill gesture.

8.0 Customer Service

8.1

C moved packages but on receiving a bill realised the charges were greater. C asked SP for an itemised call listing in order to make a direct comparison with the previous tariff. SP failed to issue this prior to the escalation of the complaint to the Ombudsman's office. SP issued an account breakdown and made a goodwill gesture in view of the customer service issues raised. The Ombudsman considers that no further action is warranted in view of this complaint.

8.2

C complained that after cancelling an account which was in credit SP never refunded the balance. Further, correspondence to SP went unanswered despite it accepting that there was money owing to C. This was viewed as poor customer service.

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

8.3

C arranged a home move with SP and following the work that was carried out a bill was delivered to C. This was challenged but upheld by SP. In addition, C had to unexpectedly change the telephone number. Letters sent to SP were not answered. In response to this investigation SP accepted that the charge should not have been passed onto C and agreed to refund it. C had arranged to switch to a new SP by that time.

SP was required to refund the charge in the form of a cheque, clear all outstanding charges on the account and refund any advance charges that have already been paid, this will be related to the date that the service switches to a new service provider. Additionally SP was required to provide an additional goodwill gesture in the form of a cheque and provide a letter of apology.

8.4

C lost a telephone service for a lengthy period of time. This led to many calls being made to complain and chase progress. As these were being made on a mobile telephone it was accepted that this would have been expensive. After this was resolved it was established that SP had provided a modem that was charged for even though C made it clear that it was not wanted. Further, after informing C that a credit was being applied to the account to clear all charges an invoice was delivered which did not provide the credit and continued to charge for the modem. It was considered that SP had provided sub standard customer service.

SP was required to provide a letter of apology, provide the contact details for a member of staff that is qualified to take ownership of this matter. These details were to include a direct telephone number for the person to be called on and provide a refund of the charges made for the period when C was not able to use the service. SP was also required to refund the charge of the modem that was supplied to C and upon receipt of proof of the mobile charges and broadband charges for this period, and refund the cost of the broadband and the cost of calls made to SP. The calls and the associated charges should have been apparent from the respective bills and finally provide a goodwill gesture in respect of the poor customer service experienced.

It was noted that if SP had provided its proposed credit this was to be deducted from the account before the above steps were taken. Any refunds and goodwill gestures required were to be then credited to the account which should have the effect of clearing the

account and then any outstanding balance was to be provided to C in the form of a cheque.

8.5

C moved address and after advising SP of the house move SP opened new Direct Debit arrangements for C in addition to those already in existence. This caused confusion and when enquiries were made by C the position was not adequately clarified. This was accepted as being poor customer service. C failed to make two monthly payments. Whilst it was accepted that there had been poor customer service no reason could be seen for C not making payment. SP sent two reminders to C but payment was not made.

SP was required to provide a letter of apology in relation to the standard of customer service experienced in this case, provide a goodwill gesture by way of a credit to C's account and to confirm the position in relation to whether or not any adverse entry has been recorded on any credit reference files held in relation to C.

8.6

C tried to cancel an account with SP but this was not acknowledged nor was any of the letters of complaint responded to when sent by C. SP accepted that the account should have been cancelled and did so, clearing all outstanding amounts on the account. This action was only taken after the complaint to the Ombudsman was received by it and a solicitor had written to SP on C's behalf. This was considered poor customer service. As a debt collection agency had been employed to recover monies that SP now accepted it should not have billed this was considered good reason to require C's credit reference files to be corrected.

C was required to provide confirmation that C's account has now been cancelled with nothing owed by C, confirm that all debt collection action has now been stopped, correct any adverse entry recorded on any credit reference files held in relation to C, provide a goodwill gesture in the form of a cheque and provide a letter of apology.

8.7

C requested to cancel their account and wrote to the Supplier. The Supplier failed to cancel the account for several months. Although C had continued to use the Supplier's services, the Supplier raised a credit to clear the outstanding charges. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier had failed to cancel C's services when initially requested. However, the Ombudsman was pleased that the supplier had now cancelled the account and found its credit to be reasonable. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

10.0 Directory Listing

10.1

C agreed to SP's services via a third party sales company and was transferred over successfully. However, C soon realised that not all of C's previous 'added' services had been transferred, such as voicemail and also C being ex-directory. C complained to SP about this and requested they be added on as soon as possible, however, despite repeated request and attempts to do so, SP was unable to successfully add those services to the account. C then also found that C's details had been placed into the local directory, against C's wishes. C eventually transferred away from SP, but continued to complain.

In this instance it was clear that C had received poor levels of customer service from SP and although what was discussed and agreed to at the point of sale could not be determined, SP had acknowledged to C in writing that C had requested to be ex-directory at the point of sale. On this basis, it was proposed for SP to provide C with a goodwill payment and apology to reflect the shortfalls experienced and also for SP to take actions to remove C's details for the directory as soon as a possible.

11.0 Disconnection

11.1

C complained that SP disconnected C's landline in error. C requested compensation as C had been selling records on a web site that C could not access as the disconnection of the line caused the broadband service to cease too. C sent letters to SP but remained dissatisfied with the offer made. C also did not receive a response to all letters. SP admitted it had disconnected the line in error as a stop order had been placed on the wrong account. SP said it had offered C four months line rental plus goodwill to cover one month's broadband rental and the inconvenience caused.

The Ombudsman said that the disconnection in error was viewed as a shortfall in customer service. However, as the service was residential then SP was not liable to cover lost profit or business loss. The Ombudsman viewed SP's offer of goodwill and compensation as a reasonable award. The Ombudsman required SP to credit the account with the compensation and goodwill and send C a letter to confirm.

11.2

C experienced a loss of service followed by persistent poor quality line service and complained to SP about this. SP explained that it had been carrying out network migration work which necessitated a short loss of service and C's call data showed

outbound calls which showed that any loss would have been for a short time. C raised concern as C had not been advised that migration work would be carried out. C was also concerned that the quality of the line had not been resolved and made further complaint about this. C wanted compensation for the loss of service and the inconvenience caused but SP advised that it would not meet any compensation claim.

The Ombudsman noted that SP's terms and conditions had a specific exemption for losses arising from a short term loss of service and for migration work. C was therefore not entitled to any compensation.

However, the Ombudsman felt that there had been a delay in SP resolving the quality of the line issue which meant that C had to repeatedly report the fault and SP had not always responded to letters C had sent about the problems. The Ombudsman decided that these issues amounted to a shortfall in customer service and directed that in recognition of this, SP should make a small goodwill gesture to C and send C a letter of apology.

12.0 Disputed Charges

12.1

C disputed with SP the cost of calls made abroad. Although SP maintained that the charges had been correctly raised, it agreed to credit the disputed charges. However SP failed to apply the credit and this resulted in C receiving debt collection letters. C made a large number of calls to SP and sent two letters but continued to receive debt collection letters. C complained to the Ombudsman.

In its response to the Ombudsman, SP confirmed that credit had been applied to the account to cover the cost of the disputed calls and the cost and inconvenience caused to C. The Ombudsman felt that this action had resolved C's complaint about the charges and did note the C had initially refused to pay any charges on the account and this was the reason for the debt recovery action. However, the Ombudsman commented that as any default had arisen from a dispute SP should ensure that any credit reference default was updated to reflect this.

12.2

C requested a package of services from SP which included a broadband service. SP sent C a welcome pack and subsequently provisioned the broadband service. Due to the site of C's computer, C was unable to connect to the main telephone socket and obtain the broadband service. C complained about this to SP and demanded that the service be cancelled without penalty. SP explained that it had fulfilled its obligation, it was C's responsibility for the physical connection and within the welcome pack it had included information explaining that maximum distance a computer could be sited from the connection.

The Ombudsman noted that C had not cancelled the order within the 'cooling-off' period or before the service had been provisioned. The Ombudsman was satisfied that SP had supplied C with information about the maximum connection distance and that SP had provisioned the service.

The Ombudsman decided that SP had provisioned the service and C was responsible for the charges this had incurred. However it was also noted that SP had made an offer to C of a one off payment for early cancellation and the Ombudsman felt it appropriate for SP to renew this.

12.3

C accepted reverse call charges and believed they would be billed through their call supplier. However, C received a bill from their line rental supplier. C complained to the Supplier. The Supplier stated that outgoing calls would be routed through its network but reverse calls were classed as incoming calls and would be carried across the line rental provider's network. C experienced a poor level of customer service.

Although the Ombudsman accepted the Supplier's explanation of the call charges, it was considered that it may not have advised C on this when they queried the charges. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

12.4

C incurred an early termination fee from the Supplier but they believed they were out of contract. The Supplier explained that C had moved house and therefore a new minimum term contract had started. C experienced a poor level of customer service.

The Ombudsman was satisfied with the Supplier's explanation of the early termination fee and C was to remain responsible for this. However, the Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

12.5

C disputed calls made to a premium rate number. SP investigated the disputed calls but could find no fault. SP offered a goodwill payment but C rejected it.

The Ombudsman agreed with SP that the charges were correct and recommended C accepted the goodwill payment. There was no other evidence provided to disprove C, or a third party with access to C's telephone, had not made the disputed calls.

12.6

C was a small business and disputed the early termination charges on a mobile phone contract. C wrote to SP who maintained the charges and provided a copy of the contract and the Terms and Conditions. C continued to use the phones and paid for calls made but did not pay for the line rental or the early termination fee. SP cut off the phones for non payment. C complained but received a further invoice for payment. C complained to Otelco.

The Ombudsman was disappointed that SP had not provided a case file and its views were unable to be taken into consideration. However C did not provide a copy of the contract or the Terms and Conditions. The Ombudsman was unable to require SP to waive the termination fee and required no further action.

12.7

C transferred to another telephone service provider, but SP continued to send C bills for advance line rental charges. C contacted SP by telephone and in writing, but SP failed to reply and there was a lengthy delay for the necessary credits were applied to C's account.

The Ombudsman concluded that SP was required to send C a goodwill payment by cheque, a letter of apology for any shortfall in customer service and confirm in writing that C's account had been cleared and closed.

12.8

C claimed to have returned the phone to SP, but SP said it did not receive it. Despite C providing proof to SP C received no response from SP. SP advised the Ombudsman that a refund had been made to C. The Ombudsman found SP did not take ownership of C's complaint from the outset. Although SP claimed to have refunded C the Ombudsman was of the opinion that this was not received by C since all SP letters to C asked C to contact it to arrange a refund. Since C claimed not to have received the letters SP was asked to ensure that C received the refund. The Ombudsman also required SP to provide C with an apology for poor customer service levels and in recognition award a goodwill payment, provide assurance that the account had been fully closed displaying nil balance and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

12.9

C complained about the increased charges on their mobile account over a month period. However, it was apparent that an upgrade had been agreed with the SP shortly before, with one of C's relatives being granted access to the account. C complained that the relative had taken the SIM without their knowledge and made a number of international calls. C suggested that the SP should have noticed the increased charges, although the notes provided by the SP showed that C had been in contact during this period and that a monthly bill would have been provided. The SP highlighted that it was justified to

charge for services in line with the Terms and Conditions, while it also highlighted that C had called during this period without questioning earlier charges.

It was concluded that the SP has acted appropriately regarding the charges on the account, while it was concluded that it was ultimately C's responsibility to monitor the account and ensure the safe keeping of the SIM card and security codes. However, there was some evidence of poor customer service being received, therefore the SP was required to send a letter of apology and make a goodwill credit to the account.

12.10

C moved house but SP could no longer provision its broadband service. C disputed the charges generated for the outstanding term. In accordance with the contract SP correctly raised the charges in dispute. There is no justification for releasing C from the liability of the debt.

In summary the Ombudsman requires SP to offer C a payment plan and mark the credit file as satisfied on receipt of the balance.

12.11

C experienced various problems with a broadband and telephone service provided by SP. These problems were accepted in the main by SP and it provided explanations as to the cause of them. The problems included a crossed line which led to C being charged for calls made by someone else. C also reported that a broadband problem had existed for some time that had not been resolved. The casefile showed that various problems had been reported and dealt with. It was accepted that SP could not deal with a problem that was not reported. Given the various problems it was accepted that these problems would cause frustration and inconvenience.

SP was required to refund the cost of calls that C was not responsible for making and came about as a result of a crossed line, this was to be provided in the form of a cheque; to contact C to ascertain what problems continue with the broadband service and provide appropriate advice to resolve them and to provide a goodwill gesture in respect of the problems that had been experienced. This was to be provided in the form of a credit to the account.

12.12

C took a package which provided for 500 text messages but only 100 were ever provided. C sought to have the extra 400 texts put on the account and SP did not deal with this smoothly. Further C was charged at the standard rate for text messages over the 100 that was provided for. After much negotiation the SP agreed to correct matters each month and to credit the extra costs that had been incurred as a result of its mistake. The full refund was not provided and SP indicated that this was because the credit required was excessive. After referring the complaint to the Ombudsman SP did

deal with matters in a meaningful way but it had to accept that because of this matters history things were confusing.

SP was required to provide a full chronology of the credits and debits that have been applied to this account. This was to be presented in a clear and easy to follow way and should demonstrate that C was now receiving the full 500 text per month and has been compensated for the extra cost that had been incurred. SP was also required to provide a further goodwill gesture in respect of the poor customer service experienced and any costs that had been incurred in trying to resolve this matter provide the direct contact details of a senior advisor that will take ownership of this matter, provide a letter of apology.

It was also noted that if SP was unable to ensure the provision of all the package benefits every month without the need for any aspect to be chased by C then C should be allowed to cancel the account without penalty.

12.13

C made payments to SP, but SP restricted the service. Despite contacts from C SP pursued C for payment for period when there was no service. SP advised the Ombudsman's Office that C's account was restricted due to non payment. The Ombudsman accepted that C was in default, but it was noted that SP took a long time to resume the account after C made a payment. The matter was further exacerbated when SP did not address C's issues. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition a goodwill payment; to provide a credit refund to the account for any period the service was restricted as a goodwill gesture; to remove any termination fees levied on the account; to allow C to resume the service since there was an 18 month contract still remaining; and to provide C assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

12.14

C was on anytime package with SP for calls but received bills for calls routed through another provider. C complained each month and SP credited C's account. This continued without resolution for a number of months and C wrote to SP to complain.

SP apologised to C, applied the missing credits and offered a credit as a gesture of goodwill for the inconvenience the matter had caused. SP assured C that the problem had been resolved and calls were now routing correctly.

The Ombudsman considered the action SP had already taken was reasonable and did not require SP to take any further action.

12.15

C complained to SP that there had been calls double billed on an invoice received and that the invoice was delivered late. SP accepted this and credited back the doubled calls and explained that after migrating the customer base of an alternative service provider there had been a technical problem that had been rectified. C was not happy with this explanation but it was considered appropriate. C also claimed that calls had been billed that had not been made. There was no support for the claim and it was not taken any further. A further complaint was made in relation to the format that SP presented its invoices. As this is a commercial decision it could not be taken any further.

It was recommended that SP should allow C to cancel the contract without penalty if C was still not happy with the service being received. This was to be a limited time offer.

12.16

C attended SP's shop and arranged to switch an account to another family members name and responsibility. It was accepted that all of the correct forms were completed but the account continued to be drawn against C's bank account. SP accepted that this was poor customer service.

SP was required to credit any charges that were added to C's account because payment was not made by Direct Debit, provide a refund of banking charges that may have come about as a result of the delay in effecting the change of user on this account, provide a goodwill gesture to c and a goodwill gesture to C's family member's account. These were to be provided in the form of a credit to the accounts.

12.17

C cancelled their account due to the Supplier not being able to provide broadband. The Supplier cleared the account balance as a gesture of goodwill. Sometime later, C received further bills from the Supplier. The Supplier stated an additional account had been opened in error. The Supplier refunded the charges C incurred. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had opened an additional account in C's name. The Ombudsman considered that a clear shortfall in customer service had occurred. The Ombudsman required the Supplier to confirm C's accounts were closed and clear of charges. The Supplier was also required to make a goodwill payment and write a letter of apology.

12.18

A C disputed call with SP. C was billed for calls whilst service was restricted and after the line was disconnected. C sent letters to SP but SP maintained the calls as correct. SP advised the Ombudsman that the account balance had been cleared. SP could not say if there had been a fault or not.

The Ombudsman said that based on the evidence provided it was clear that there must have been a fault with C's line as C was billed for calls when the service was restricted and when it had been disconnected. SP was required to award a nominal goodwill payment and send C a letter of apology.

12.19

C's calls were being routed via another provider and so C was being charged more. C disputed this with SP. C said had sent SP six letters without resolution. C requested a refund of the overcharges and compensation. SP said that the error occurred when C attempted to transfer calls to another provider. SP had resolved this issue and refunded C with all over charged calls. SP had also offered C a nominal goodwill payment in recognition of C's costs and service received.

The Ombudsman said that SP's refund of the overcharges and the goodwill payment were viewed as a reasonable resolution for any service issues encountered or costs. The Ombudsman required no further action from SP.

12.20

C complained that email with SP did not work. C also complained that SP had charged C for a second mobile. C says called SP to complain without resolution. C sent letter but received no response. SP said it had charged C in error for a second mobile but that these charges had been refunded. SP said that C did not report the email problem until five months after the broadband service was activated. C was informed to contact technical Support but did not do so. SP could find no reason why C should be allowed to cancel without penalty.

The Ombudsman said that based on the information provided SP had refunded the incorrect mobile rental charges. The Ombudsman also concurred with SP that the onus was on C to report the email to SP's Technical Support which C failed to do. As the broadband service itself was not at fault, and it could not yet be determined what the cause of the email problem was, the Ombudsman could find no justification for cancellation without penalty. The Ombudsman required SP to contact C to troubleshoot and to provide C with a breakdown of what refunds had been applied.

12.21

C was a customer of an alternative supplier who was taken over by SP. However, C was unhappy with some of the charges for not paying by Direct Debit. C therefore contacted SP to cancel the service but was advised this charge would be cleared. C stayed with SP on this basis, but then found this charge had been levied. C complained to SP but it then maintained the charge. C then transferred away and received two bills. C made payment of one and heard nothing further for several months until C received a letter from a Debt Recovery Agency.

In this instance, particularly as no call recording had been made available for investigation, the investigation made a decision based on the information provided and probabilities. The investigation was satisfied that as C was clearly unhappy with the charge, C would have continued to cancel the service unless C had been advised this charge would be removed. In relation to the payments, although it was clear C was made aware of the outstanding balance initially, it was apparent that SP did not chase C for this and only referred it straight to the Debt Recovery Agency several months later. This was found to be a shortfall in customer service. Therefore, it was proposed for SP to clear the outstanding balance as a gesture of goodwill, provide C with an apology, ensure C received no further billing and also that C's credit status had been updated accordingly.

12.22

C agreed a package with SP but felt C was being overcharged for the broadband service. C complained to SP and although credits were applied, C remained unhappy. C complained in writing to SP on two occasions, but received no response.

SP provided the investigation with a breakdown and explanation of C's account charges and credits but the investigation found that some of the credits did not relate specifically to the broadband service. On this basis, it was considered that C had been overcharged for the agreed service, and it was also clear that C had received no formal responses to C's complaint letters. Therefore, it was proposed for SP to provide C with three month's broadband service at half price, as a gesture of goodwill along with an apology.

12.23

C transferred to a new provider and requested a final bill from SP. SP did not close the account and continued to issue bills. C contacted SP and was advised to pay the bills and a refund would be provided when the account was closed and a final bill was issued. SP continued to send bills, and C complained. SP confirmed a refund had been sent, but C failed to receive this.

SP confirmed it had not sent the refund to C and that due to a system problem, C's account was not closed. The Ombudsman noted SP was working to resolve the system problem, but considered the delay in closing C's account and the misadvised SP had provided to C to be reflective of a shortfall in customer service. SP stated that the Final billing problem had now been resolved. It was required to send a letter of apology, provide a payment as a gesture of goodwill, send a final bill and issue a refund for any overpayments C had made. It was also required to confirm that C's credit rating had not been affected by the matter.

12.24

C entered into a minimum term contract with SP for mobile telephone services. C understood that the payment plan would be off-set by a promotional offer which meant that C would not have to pay line rental charges. When C received invoices for services

C was concerned that charges had been applied to the account. C complained to SP. SP confirmed that the agreement did not cover other service charges. However, SP offered, as a gesture of goodwill, to cancel the agreement without penalty, allow C to keep the handset and make a further gesture to C, to resolve C's complaints. C refused this and requested compensation.

The Ombudsman concluded that there had been no obligation on SP to make the offer it had. What C wanted was not proportionate to any shortfall in customer service that may have occurred and C's wishes could not be agreed to. The Ombudsman directed SP to renew the offer it had made.

14.0 Faults (Equipment)

14.1

C had had landline services from SP and then ordered two mobile phones but reported that one did not work. SP discovered that one of the phones it had supplied had been blacklisted but failed to correct the problem despite C's numerous calls, e-mails and letters. Meanwhile, SP's credit staff pursued C for payment, claiming that charges for both mobiles had to be paid from when they were dispatched. C explained that one of the mobiles had not worked and made a payment to cover the remaining charges but SP disconnected all services until the debt was paid. When the faulty mobile had still not been fixed weeks later, C returned the mobiles and moved all services to another provider. SP then sought payment of early termination fees and, when C refused to pay, passed the details to a debt collection agency. C asked for cancellation of the debt and the refund of any charges paid for services not provided.

The Ombudsman found that C had contacted SP more than 20 times to try to resolve the matter and that SP had repeatedly failed to call back or fix the problem. Also, that SP had been aware of the problems with the second mobile but had repeatedly failed to fix it. SP was required to produce an amended account to cover the services actually provided, to cancel any early termination penalties and to ensure that C's credit record was not adversely affected.

14.2

C complained to the SP about a number of issues with their combined telephone, landline, broadband and mobile phone services. It was clear that there had been avoidable delays with the broadband provision and the porting of C's mobile numbers. However, by the time of this review these had been largely resolved by the SP, although due to technical problems the SP was still unable to provide a promised monthly top-up in consideration of one of C's mobile numbers. C also complained about the speed of their broadband service but without any evidence to confirm this point, C was advised to contact Technical Support for further advice. It was also evident that C had failed to receive the level of customer service they could have expected. Although had

previously applied a goodwill credit in respect of the continuing top up issue, in addition to offering a further goodwill credit in consideration of all problems experienced.

On review it was concluded that the SP's goodwill credit offer was appropriate in full consideration of all information. Although it was concerning that the automatic top-up issues were continuing. Therefore in light of these points the SP was required to send a letter of apology, maintain the proposed goodwill credit, and continue to make a further month goodwill credit in respect of the automatic top-up until this matter was resolved.

14.3

C's service was upgraded which meant C was left without broadband service. SP apologised for the delay and agreed to refund C for the period where there was no service. C wanted compensation for loss of service, phone costs, dial-up usage costs and compensation for time spent and inconvenience caused.

The Ombudsman required SP to provide C with an apology for poor customer service levels and in recognition provide a goodwill gesture; this took into account the period C was left without service; to provide an additional goodwill for reasonable expenses incurred.

14.4

C entered into 12 month mobile phone contract with SP. The handset was faulty and returned to the supplier for repair. The handset was returned three times for repair and was still faulty. C requested compensation and a replacement handset. SP did not respond and C complained to Otelco.

Following its investigation SP agreed that a replacement handset should have been provided and offered a new handset and three months free line rental to compensate for the shortfall in customer service. The Ombudsman considered that this was a generous offer and required no further action.

14.5

C purchased a handset from the Supplier but experienced a fault. C claims that the fault was reported within the money back guarantee period but the Supplier did not have a record of this. The Supplier repaired the handset under the manufacturer's guarantee. C experienced further faults. C took the handset to a third party and it was replaced. C experienced a poor level of customer service.

The Ombudsman was not presented with any conclusive evidence to confirm the fault was reported within the money back guarantee period. Therefore, the Ombudsman considered the Supplier had acted appropriately when sending the handset for repair. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

14.6

C's service was upgraded which meant C was left without broadband service. C later transferred to another provider as SP did not resolve the problem sooner. SP apologised for the delay and agreed to refund C for the period where there was no service. The Ombudsman required SP to provide C with an apology for poor customer service levels and in recognition provide a goodwill gesture; this took into account the period C was left without service; to provide an additional goodwill for reasonable expenses incurred; and to provide assurance that the account had fully closed displaying nil balance.

15.0 Faults (Line)

15.1

C experienced intermittent broadband error messages and also experienced a problem with the telephone line. C wrote to SP to ask for the fault to be investigated. C did not receive a reply and wrote a further two letters with no response. C complained to Otelo.

SP apologised for failing to respond to C's letters and agreed to investigate the fault as a matter of priority. The Ombudsman also required SP to provide a goodwill credit to compensate C for the poor customer service.

15.2

C asked for a call limit on the phone. SP did not advise that C's phone would be restricted if the limit was exceeded. C believed that free calls included in the call package would not be affected. C's service was restricted and C reported a fault on the line. C was unable to make or receive calls. SP raised the restriction on outgoing calls but the fault with incoming calls was not repaired. This happened on many occasions. C stopped the Direct Debit because of the poor service. C's service was restricted for non payment. C complained to Otelo.

SP confirmed that there was a fault with the line which had taken a long time to resolve. This was complicated by the fact that C's phone was restricted when it exceeded the credit limit but this had not been recognised by the adviser and subsequently when C cancelled the Direct Debit the line was restricted for non payment. SP had already provided a goodwill credit for two months C had not been able to receive calls. The Ombudsman required SP to provide an additional goodwill credit for the further three months that it took to repair the fault.

15.3

C had fault with the Supplier for some time weeks. C kept calling and sending letters to the Supplier without resolution. The fault was repaired and C requested compensation. C sent several further letters to the Supplier but was unhappy with the offer of compensation and the fact that letters had not been responded to. The Supplier said that it had offered C what C was entitled to. The Supplier said it had attempted to contact C and offer a further goodwill payment but it had been unable to speak with C.

The Ombudsman said it was a concern that C had a fault for some time and this was viewed as poor customer service. However, the Supplier's offer of compensation and the further goodwill were viewed as a reasonable award. The Supplier was required to send C a letter of apology and honour its offer of goodwill.

15.4

C experienced an unexpected loss of telephony services and complained about this to SP. SP had commenced work in C's local exchange which resulted in the loss of service and accepted that it should have alerted C about the loss of service before it commenced work. SP offered a goodwill gesture to C in respect of this but C did not accept the offer and entered into a dispute with SP. C stopped Direct Debit payment arrangements and this resulted in a further suspension of service. C complained about this and SP accepted that it should not have taken the action as the complaint had not been resolved. C complained about the poor manner in which C's complaints were being dealt with and about the loss of a broadband service associated with the loss of the telephone line. SP investigated C's complaints and offered to make goodwill gestures to resolve them. C refused and complained to the Ombudsman.

The Ombudsman commented that SP had accepted there were shortfalls in customer service and whilst the offers it had made were fair and reasonable to most of the issues raised, it had failed to take into account all losses of service. The Ombudsman therefore directed SP to increase the goodwill gestures it had offered to reflect this.

15.5

C had fault on landline for seven days with SP. C complained to SP as after the fault the caller display service has not worked. C sent five letters to SP but received no response. SP said that the caller display fault was ongoing and was affecting other customers too. SP said it had compensated C.

The Ombudsman said that C had received poor customer service from SP. SP caused the landline fault, failed to respond to five letters sent by recorded delivery and failed to explain what compensation had been awarded. Sp was required to award a nominal goodwill payment, keep C updated with the caller display fault and provide C with a breakdown of what compensation had already been awarded.

15.6

C had had a fault with line for seven months with SP. C had complained to SP but received no resolution. SP said that the fault was due to a faulty cable that needed replacing and it was reliant on a third party network provider to repair the service.

The Ombudsman appreciated that SP relied on a third party for repair but viewed the intermittent fault for seven months as poor service. The Ombudsman was also concerned that C was not kept informed. The Ombudsman required SP to continue to pursue fault resolution with third party and to keep C updated on a weekly basis. The SP was required to provide a goodwill payment and to send C a letter confirming a point of contact within SP.

15.7

C lost C's landline and broadband service. C reported the problem to SP. C complained that it took SP a considerable period of time to resolve the problems. C asked SP to cancel C's services. There was a delay doing so. Even after they were cancelled, SP continued to send bills to C. SP explained that there was a technical problem which prevented it from closing the account.

The Ombudsman was of the opinion that SP had taken too long to resolve the problems C experienced. It was also felt that the customer service SP had provided was inadequate. SP was required to ensure the account was closed with no amount outstanding, and to make a payment to C to recognise the inconvenience and additional costs C had been caused because of the problems.

15.8

The Supplier carried out an upgrade to C's exchange and C then developed a fault with their service. There was a long delay before the Supplier rectified the problem. The Supplier confirmed the exchange upgrade had caused the fault. C experienced a poor level of customer service. The Supplier made a goodwill payment to cover charges incurred whilst the fault existed.

The Ombudsman was disappointed the Supplier failed to resolve the fault in a timely manner. The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a further goodwill payment and write a letter of apology.

15.9

C reported connection problems the telephony and broadband services. SP stated that all checks and work was carried out and no faults were found. SP stated that C's services were disconnected due to C's threatening behavior.

It was concluded that SP has attempted to address C's connection issues and has carried out extensive work in an attempt to rectify the faults. It is clear that relations between C and SP had broken down and that as a result of C's behavior, the services

was disconnected. It is accepted that SP has every right to invoke its policy if any customer is in breach of its standard terms and conditions. It is noted that C has offered apologies for the behavior.

SP should consider the possibility of re-connecting C's services.

19.0 Installation

19.1

C was an existing customer of SP and advised SP of a move. C agreed with SP on a date for cancellation of the provision of the existing service and the connection of new services at the new address. SP cancelled the existing service one day early and delayed in connecting the service to the new address. C ended up paying another service provider for services at the new address which C incorrectly assumed had been transferred to SP. C then discovered that SP had set up Direct Debit arrangements contrary to C's wishes. C had to cancel the arrangements. C then found that SP had changed a billing cycle which caused C to incur a late payment charge. C sent numerous letters of complaint to SP about the issues but did not receive any response to them. C complained to the Ombudsman.

The Ombudsman found that there had been a large number of shortfalls in customer service on the part of SP and whilst SP had already made a small goodwill gesture to C, the gesture was not sufficient to address all the shortfalls. The Ombudsman directed SP to make a further goodwill gesture to C and to send C a letter of apology.

22.0 Internet Connection

22.1

C was moving business premises and contacted SP to make the arrangements in good time. SP found that there were insufficient lines available to go ahead and needed to get a planners report. This resulted in the Company move being delayed. C felt that the different departments of SP failed to communicate properly and that C had to take the lead role. SP also delivered equipment late, which was then faulty and sent incorrect bills. SP offered a small goodwill gesture.

The Ombudsman found that SP had not taken a proactive enough management of the situation and this had lead to delays and further problems. SP was required to make a higher goodwill gesture and provide an apology and details of its compensation scheme.

24.0 Mis-selling

24.1

C claimed to have been mis-sold by SP. C complained to SP the following day after the alleged misrepresentation. C asked SP to retrieve the sales recording and listen to it. SP advised it could not find the sales recording. C complained to SP again as SP levied a termination fee charge on C's account when C transferred to another provider. SP later apologised, removed the termination fee and offered C a goodwill payment. C rejected this. The Ombudsman accepted that C had received a shortfall in service levels and inconvenience, but considered SP's goodwill credit was fair and reasonable.

24.2

C complained that SP had mis represented a mobile phone contract C had entered into. C said that C had returned the phone within the cooling off period C had been entitled to, but SP had ignored this and continued to bill C. SP failed to submit a case file to the Ombudsman.

In the absence of any information from SP, the Ombudsman accepted that C should be entitled to have the contract cancelled without penalty, and all charges removed. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience C was caused, and to remove any adverse information passed to C's credit file as a result of C disputing the charges SP had levied.

24.3

C, a small business complained that it had been mis-sold services by SP. After complaint this was accepted by SP. It was agreed that the accounts should be returned to the original SP and this was progressed but there was a problem meaning that neither SP was sure at to which was billing C for calls made. This was considered poor customer service as was the transfer in error. SP was required to ensure that matters were progressed and that C was kept informed of the progress.

SP was required to provide a letter of apology for the poor customer service experienced in transferring services when it should not have and provide a goodwill gesture to reflect this poor customer service. It was also required to provide an assurance that it will cover any costs involved in the return of services to the original SP. This would be upon production of proof of any charges; further SP was to provide an account of all line transfer fees and deposits that have been paid and refund these to C and provide the contact details for one member of staff that was to take ownership of this matter and liaise with C as matters progressed. This person was expected to keep C informed as matters progress.

24.4

C claimed that SP advised there would be no charge for the Engineer's visit. Sp maintained the charges as it claimed to have advised C of these. The Ombudsman did not dispute the charge was valid, but due to the confusion caused by SP over billing it required SP to provide C a goodwill credit. C was expected to pay SP the remainder of the outstanding amount once SP provided a detailed bill explaining the charges.

24.5

C claimed to have been mis-sold the contract when C was charged for Internet use. The Supplier later credited the amount back, but refused to credit for the other charges. Despite C contacting the Supplier on a number of occasions it refused to apply more credits. The Ombudsman considered that C had received a shortfall in customer service levels from the Supplier as nobody took ownership of C's complaint. Although the Ombudsman maintained the charges the Supplier was required to provide C an apology for poor customer service levels and in recognition award C a goodwill payment.

24.6

C signed what C believed to be a petition after having been approached by a representative of SP at one of its local stores. However, C then found that SP had used this information to transfer C's telephony service to it and C began to receive bills and demands for payment. C complained to SP about this, including two letters of complaint, but received no response.

For investigation, SP acknowledged that SP had been mis-led into signing the document and therefore offered to clear all the charges. SP also acknowledged that it had not responded to C's complaint and it again offered a resolution for this. The investigation welcomed the prevention measures SP had since put in place, but this did not deter from the fact that C was mis-led and also received a total shortfall in customer service. Therefore, taking into consideration SP's proposal, it was proposed for SP to close the account with a zero balance, provide C with a refund of any payments made for the service, provide C with an extra goodwill payment and apology, ensure C received no further demands for payment and also that C's credit rating had not been affected as a result.

26.0 Nuisance Calls

26.1

C reported a fault to SP. C subsequently received a call from a financial advisor. The call was interrupted by an unknown third party. C was concerned that the security of the line had been compromised. C was aware that SP's engineers were repairing the fault on the line around the time of the interrupted call. C asked for confirmation that the interruption had been caused as a result of the engineers work, rather than a breach of security. SP said that it had tested the line, and found no evidence of a breach of

security. However, it did not indicate whether its engineers were carrying out work at the time of the call. C was not satisfied with the response SP provided.

The Ombudsman agreed with C that SP had not provided sufficient information in response to C's understandable concerns. In its response to the Ombudsman, SP had finally confirmed that at the time of the interrupted call, its engineers were carrying out work on the line. The Ombudsman questioned why this information was not provided to C previously. SP was required to write to C to confirm this, and to make a payment to C as a goodwill gesture to recognise the poor customer service identified in the report.

28.0 Payments

28.1

C experienced a delay in receiving broadband from the Supplier and requested to cancel. The Supplier agreed to cancel the account without charging a penalty fee. C paid the outstanding balance and believed the account to be clear but they were chased by a collections agency for the balance. The Supplier advised that the payment had been rejected and the balance was still outstanding. C cleared the outstanding balance. C experienced a poor level of customer service.

The Ombudsman considered that C had not been advised their payment had not gone through. The Ombudsman was of the opinion that a considerable shortfall in customer service had occurred in this instance. The Supplier was required to make a goodwill payment and write a letter of apology.

28.2

C paid a bill over the phone. However, SP stated it had no record of the payment and C's mobile phone services were disconnected. SP asked C to provide proof of payment. C faxed info to SP, which SP said it did not receive. C posted proof and SP acknowledged the money had been debited from C's bank account and applied a credit equal to the amount C had paid. However, it did not consider any further credits were due. C disputed this and as there was an outstanding balance on the account, C's services were again disconnected.

It was noted that C had provided proof of payment, which suggested the error lay with SP's system, yet SP had not acknowledged this. SP was required to apply a credit to C's account as a gesture of goodwill for the inconvenience C had experienced, including the disruption to C's mobile phone services.

29.0 Premium Rate Services

29.1

C disputed a number of PRS and special services numbers on SP's telephone account. The SP reviewed this matter and concluded the charges largely related to inactive services which had been knowingly accessed by C or someone in their household.

There was no evidence provided to suggest otherwise, with the SP providing an adequate level of customer service and advice throughout. In light of this no further action was proposed.

29.2

C disputed premium rate text charges with SP. SP maintained. C continued to be charged yet had sent STOP to the providers. SP said that the charges were correct and C remained liable for the remaining balance, which included termination fees.

The Ombudsman reviewed the evidence provided including itemised bills and found no evidence of fault to suggest that the texts were not sent and received by C. The Ombudsman also noted that although C may have sent STOP that the further bills charging for premium rate services were to many different short codes not dialled previously. The Ombudsman said that C remained liable to pay SP. SP to award a nominal goodwill payment for any poor service received.

34.0 Service Transfer

34.1

C moved home. C asked SP to transfer C's services to C's new home. SP agreed. However, SP continued to send bills to C for C's old address. C complained. SP agreed to resolve the matter, but never did. Instead, it disconnected the services supplied to C's new address. C asked SP to cancel the contract. SP agreed. C wanted compensation from SP. SP refused.

The Ombudsman was unsure if C had received a refund of incorrect payments made on the account, and required SP to ensure that this had been done. The Ombudsman was also of the opinion that SP was responsible for causing C substantial inconvenience, and therefore required SP to make a payment to C as a goodwill gesture.

34.2

C asked SP for a Migration Authorisation Code (MAC) so C could transfer C's broadband service to another provider. C complained that SP had failed to send a MAC, despite being asked on a number of occasions. SP accepted that there had been problems issuing a MAC. C argued that SP had therefore caused C a financial loss because C's prospective new provider offered broadband for free. SP offered to refund

all charges levied after it should have sent a MAC to C, and an additional goodwill gesture to recognise the inconvenience caused.

The Ombudsman considered SP's offer was reasonable. As SP could not issue a MAC, it was also required to cancel the service completely without penalty.

34.3

C complained that problems had occurred both in the transfer the installation of services. SP accepted that the call services had not been transferred as it used the same calls network as C's previous service provider. SP claimed that, once it became aware of the problem, it had taken all necessary actions and had reimbursed any costs C had incurred. It said that C had used a technician to help with broadband installation and had used a third party router for which it could not be responsible. SP said that it had offered a goodwill gesture to resolve the matter but C had refused this. C wanted full reimbursement plus a period of free service.

The Ombudsman found that SP was not responsible for C's costs and so should not have to reimburse these. The Ombudsman considered the goodwill gesture made was reasonable in the circumstances and required SP to reinstate it.

34.4

C complained that a service was not provided on time and when it was, elements were missing from the order. SP investigated and found that there had been a delay, but it was resolved and C was kept informed. C complained that SP failed to respond to complaint letters, but SP provided a copy of its response in the case file.

The Ombudsman considered the complaint by C was largely unjustified, except for an apology being needed for some confusion over the contents of the package that had been agreed.

34.5

C moved house to stay and informed SP of the move. C informed SP that the number at the new address was to stay the same. SP took over the line, renumbered the phone and changed the account name to C. C complained and was charged for the renumber back to the sister's original number but the account remained in C's name. C complained but SP maintained the charges. C's services were cut off due to a fault. C was informed that this was due to non payment when that was not the case. SP did not restore the account to sister's name. C had also requested broadband services but these had also been disconnected. C refused to pay for the renumber and wrote to complain but did not get any reply. C transferred services away from SP and complained to Otelo.

The Ombudsman considered that C had received poor customer service and required SP to provide a goodwill payment and a goodwill credit for the outstanding balance on the account.

34.6

C disputed the transfer of the telephone line rental. SP stated that the sale was genuine since personal details were obtained from C. The Ombudsman was of the opinion that SP should have taken steps to obtain the sales recording and verified the sale. Since this was not done C should be given the benefit of the doubt. The Ombudsman was disappointed that SP passed on the account to a Debt Collection Agency. Furthermore SP was required to provide C with an apology for poor service and in recognition a goodwill payment.

34.7

C complained that SP failed to provide a full service. C complained and later requested account closure. C wanted bills to verify the final balance, but stated SP failed to provide them all. SP acknowledged there had been a technical problem, but agreed to close the account without a penalty fee and provide a goodwill gesture. C complained of poor customer service from SP which ad failed to complete call backs.

The Ombudsman concurred with SP that the offers were appropriate and there was no evidence of any significant shortfall in customer service as C had made many of the calls without allowing time for SP to respond first. SP was required to provide a letter that confirms account closure, that there was no termination fee and the balance that remained.

34.8

C complained that a service was not available from SP, after agreeing a contract. C complained but SP failed to respond. SP later investigated and found there was a fault on the line. Before it was resolved C complained to the Ombudsman.

The Ombudsman considered C was justified in complaining as the fault had been on-going for several months, without being resolved. The Ombudsman also considered C had experienced poor customer service from SP. Sp was required to make an apology for the delay and for the poor customer service and award a goodwill payment.

35.0 Stolen/Lost

35.1

C went on holiday. Due to a security alert, C had to place their mobile phone in their luggage during the flight. The luggage was stolen and the mobile phone was used to make a substantial number of calls. C called SP to report the theft as soon as C became aware. SP asked C to pay all the charges on the account. C complained that SP had not recognised the unusual call pattern on C's account. SP offered to reduce the amount outstanding to reduce this.

The Ombudsman agreed with C that SP had a responsibility to monitor its customers' accounts for unusual call activity. However, it was also accepted that SP could not have noticed the unusual call pattern immediately. It was considered that C had some responsibility because C did not retain the SIM card. It was also decided that the airline had some responsibility for the loss. The amount SP offered to reduce by was considered reasonable, and SP was required to apply this amount to the account.

36.0 Tariffs

36.1

C changed to a different call package. C complained the next bill received was higher than expected, as SP had applied advance line rental charges for the new tariff, but as the call charges were in arrears they were charged at the rate of the previous price plan, resulting in a higher than usual bill.

The Ombudsman considered that as an existing customer of SP prior to the change of tariff C would have been aware that line rental was charged in advance. There was no evidence to suggest C had been misinformed about the tariff charge. In addition, SP's decision to charge for line rental in advance was deemed to be a commercial decision and therefore outside of the Ombudsman's remit. SP was not required to take any action.

38.0 Terms and Conditions of Contract

38.1

C agreed to mobile service with SP but on receiving the handset C discovered that the area C worked in had poor coverage. C called SP to request cancellation but SP refused and advised that C was bound to a contract. C continued to complain and sent SP a letter but received no response. SP said that C was bound to an 18 month contract and to cancel would incur a penalty fee. SP said it had responded to C's letter.

The Ombudsman noted that C requested cancellation within the cooling off period yet SP did not cancel without penalty as stated in its terms and conditions. The Ombudsman also noted that SP's letter to C was addressed incorrectly. The Ombudsman required SP

to cancel the contract without penalty and to refund C with all payments made minus call charges.

38.2

C experienced a prolonged problem with the telephone service supplied by SP. C wanted to claim business losses but as the account was a residential one no such award could be made and would not be considered. SP put forward a reasonable offer to resolve this issue which was adopted.

SP was required to provide a goodwill gesture in the form of a cheque, clear the existing balance from the account and contact C to establish whether the account was to be kept, in which case every effort was to be made to resolve the service issue or alternatively C was to be allowed to cancel the account.

38.3

C complained that services were agreed with SP but they were not delivered under the specifications or price accepted. SP investigated and considered it had agreed to the contract signed by C, but made efforts to improve the service and offered to allow C to cancel the contract without a fee.

The Ombudsman decided C had agreed a contract and the service provided was as agreed. However, C's understanding may have differed when the handwritten notes made by the sales adviser were considered. The notes did not form part of the contract that C signed and therefore were not relevant to the service SP actually provided. The offers made by SP were considered appropriate and it was required to ensure they were implemented.