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2.0 Billing

2.1

C complained that C paid final bill to SP but continued to receive debt collection letters. C complained to SP and the debt was recalled but C required compensation. SP declined C's request. SP said that C had not paid the previous bill which was why the debt had been referred to a collection agency.

The Ombudsman said it was understood why the debt was first passed to a collection agency but the Ombudsman was concerned that SP failed to explain why the debt was referred to a second agency after the debt had been paid. SP's lack of resolution to a simple issue was viewed as poor customer service. SP was required to award a nominal goodwill payment and send a letter of apology.

2.2

C's unused minutes did not show on their bill. The Supplier said that an error had occurred but although the minutes were not showing, C was receiving them. C experienced a poor level of customer service and requested to cancel their contract. The Supplier offered to cancel C's contract without penalty.

The Ombudsman was satisfied that C was receiving their full inclusive allowance. However, the Ombudsman was disappointed that there was a long delay in the Supplier resolving the issue. The Ombudsman was of the opinion that a shortfall in customer service had occurred but welcomed the Supplier's offer to cancel the contract without penalty. The Supplier was also required to write a letter of apology.

2.3

C passed away and C's relative asked for the account C had with SP to be closed. However, C's relative cancelled Direct Debit payment arrangements early and this resulted in C's relative receiving a debt collection notice. C's relative paid the debt and contacted SP about the account. The relative was given incorrect information to say that a refund was due on the account and this would be sent out. The promised refund did not materialise and C's relative began to pursue it by making numerous calls and sending a letter to SP. When this did not achieve a satisfactory response the relative complained to the Ombudsman.

The Ombudsman concluded from the account record SP supplied that no refund had been due and C had been given incorrect information about it. The Ombudsman commented that this amounted to a shortfall in customer service and in recognition of it, directed SP to make a small goodwill gesture to C's relative and to send with it a letter of apology.

2.4

C complained to SP that C had been charged for telephone calls C had not made. SP investigated the matter and concluded that C had been charged correctly.

The Ombudsman was of the opinion that SP had not conducted a thorough enough investigation into C's complaint. SP was required to conduct further tests stipulated by the Ombudsman. The Ombudsman stated that if, after conducting the tests, SP could find no fault, SP was entitled to expect C to pay the charges on the account. However, if the tests demonstrated that there was a fault, SP was expected to refund the disputed charges. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused because SP had not conducted a thorough enough investigation.

2.5

C complained that SP failed to take action that was required and maintained billing after an account was closed. C complained but SP failed to respond. SP investigated and accepted it should have responded to C's letters, but the billing was an error for which it took remedial action. SP offered a goodwill gesture in recompense.

The Ombudsman considered there had been poor customer service for C as SP had not explained its actions as well as failing to respond to C's written complaints. SP was required to make an apology, confirm that no adverse entry had been recorded against C's credit rating and confirm the account was closed with a nil balance. SP was also required to increase its goodwill payment as the first offer was considered inadequate.

2.6

C complained that although SP had been unable to provide its landline and broadband services to C, SP had sent C bills for these services. C stated that C had contacted SP on a number of occasions, but SP had failed to respond. SP accepted that this was accurate.

The Ombudsman required SP to cancel the account without penalty, ensure C's credit file had not been affected and to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.0 Broadband

3.1

C experienced broadband connection issues and there was a long delay before the Supplier responded to these issues. The Supplier carried out diagnostics and resolved C's issues. C purchased a router and was unable to connect to broadband. The

Supplier stated that it did not support a third party's equipment and to contact the manufacturer. C experienced a poor level of customer service.

The Ombudsman was disappointed that there was a long delay before the Supplier resolved C's connection issues. The Ombudsman considered that the Supplier had tried to assist C in a reasonable manner regarding the router problems. The Ombudsman required the Supplier to make a nominal goodwill payment and write a letter of apology.

3.2

C reported a broadband connection problem. SP cleared the fault, but C continued to experience an intermittent broadband connection. C complained, but received conflicting advice from SP. SP agreed to send an engineer to C's property. The problem was found to be with C's equipment and C was charged for the engineer's visit. C complained. SP agreed to remove the charge and apply a credit as a gesture of goodwill, in consideration of the conflicting advice C had received. C was unhappy with the offer and requested compensation for business losses.

It was noted C had a residential service and the engineer's report showed the fault affecting the service was with C's equipment. It was considered SP was not responsible for this, and its original offer of a goodwill gesture was deemed reasonable. SP was required to maintain the offer.

3.3

C ordered broadband with SP but since activation C had no service. C had an Apple Mac computer and was advised by SP that service would work. C complains that to date a connection had not been established and the fault is not with C's own equipment. As a resolution C requested a full refund of rental paid and to cancel without penalty. Sp said that after troubleshooting with C and C installing a windows based PC that the broadband service did work. SP said that as the service worked then the problem was with C's own equipment. SP maintained that C remained liable to pay.

The Ombudsman said that SP's web site clearly advised that Apple Mac's would work but that SP could not offer technical support. The fact that the service worked via a windows based PC showed that the problem was with C's own equipment. With this in mind the Ombudsman maintained that C remained liable to pay for the contract and any relevant termination fee. In recognition of any service shortfall and the cost of a new router the Ombudsman required SP to award a nominal goodwill payment.

3.4

C complained to the SP by telephone and in writing about problems with their broadband service. However, it was clear that the SP made no attempt to resolve this matter as C had failed to receive any response. As the broadband service was required for business purposes C was left with no option but to ask for technical assistance from an IT

consultant. This resolved the matter but C complained about the telephone and professional costs incurred, in addition to the charges applied by the SP for a service not received. The SP advised it had no record of such problems but admitted that a number of letters failed to receive a response. However, it highlighted that it could be held responsible in line with its Terms and Conditions.

It was concluded that a number of avoidable costs were incurred by C and that they had failed to receive an adequate level of customer service. The SP was required to send a letter of apology, make a cheque refund in respect of the IT and telephone expenses, provide a goodwill credit in respect of the broadband charges, and make a further goodwill credit to the account.

3.5

C agreed to SP's broadband and telephone services but experienced trouble with connecting to the broadband service. C contacted SP for assistance but this did not resolve the matter. As C had hearing difficulties, C requested that SP responded via email, and although SP did this, it again offered no further help and also requested C to then contact it via its Technical Helpline telephone number. C then canceled C's payments and formally complained to SP, but received no response.

The investigation found that SP had offered C little technical assistance with C's connection problems, particularly given C's personal circumstances and specific request for email assistance. The investigation was satisfied that C's landline charges were valid as there was no apparent dispute regarding this service, and it was also noted that SP had belatedly applied a credit to C's account for the broadband charges as C had clearly not used the service throughout. Therefore, it was proposed for SP to confirm the closure of the broadband account with a zero balance, allow C to transfer away without penalty, apply a goodwill payment to C's landline account, provide C with an apology and ensure that C's credit rating had not been affected in relation to the broadband account. If, once the credit had been applied to the landline account, there remained a credit balance, SP was to provide this to C, however, if there remained an outstanding balance, C was expected to pay this.

3.6

C agreed to SP's broadband service but did not receive the modem until after the service had activated, and even following receipt of the modem, C was unable to access the service. C reported the matter to SP and although it attempted to resolve the matter, it could not. SP referred the matter to the network supplier and C also hired a private engineer to fix any wiring issues inside C's house. The fault was eventually fixed and SP provided C with a refund of the engineer charge and also offered a further gesture of goodwill.

The investigation acknowledged that C had been without a service for several months but it was also considered that SP had made attempts to combat the problem (which C had since confirmed was fixed) and also provided and offered C fair and reasonable

recompense for this. Therefore, it was proposed for SP to retain its offer to provide C with a further goodwill credit and also provide C with an apology.

3.7

C placed an order with C for its broadband service but due to a line fault, C was unable to receive this. Therefore, C cancelled the order, but then found that C could not access the services of another provider as SP had reordered its service over C's line. C maintained C had not requested this. C complained to SP and requested that it took the marker off the line, but to no avail.

The investigation found that although C had enquired about the possibility of reordering SP's service, C did not actually confirm that was what C wanted. It was considered a misinterpretation of C's comments led to the actual complaint. The investigation also found that C had received poor levels of customer service from SP in relation to its not removing its marker from C's line and also in its response to the complaints. Nevertheless, the investigation was satisfied that SP had already provided C with adequate recompense for this. Therefore, it was proposed for SP to confirm in writing to C the closure of the broadband account and also that any marker held over C's line had been removed.

3.8

C brought a complaint to SP about C's ability to receive a broadband service from various other service providers due to the nature of C's line and the information contained in the automated broadband service checker. SP maintained that this was not its specific problem and that C should refer the matter to a different party, however, C continued to complain.

The investigation found that in this instance, it was not SP who controlled the information that other providers were being given. However, SP was in control of the information it held on its own website, about C's line and it was clear that C had requested SP to update this. On this basis, it was considered that C had received a shortfall in customer service from SP as it was also clear that C had had to chase SP for responses. Therefore, it was proposed for SP to apply a small goodwill credit to C's account and provide C with an apology. The investigation was satisfied that SP had since updated the information contained on its own website, and urged C to contact the relevant parties to pursue the matter.

3.9

C received a sales call from SP in relation to a talk and broadband package. The talk package was cancelled automatically but the broadband service continued to go live. The order was processed as C had provided banking details. There was no sales call available to clarify what was discussed during the sales call. It was considered that as C had cancelled the talk package it was intended that the broadband service would also be cancelled and it was not known that separate action was required for this. C claimed

that no use had ever been made of the broadband service and this was considered indicative of the intention when cancelling the package. It was also considered crucial to the way that SP should be required to conduct itself after this investigation. If there was no usage it was considered correct to cancel the account and if there had been usage it would be considered reason to consider the contract valid and on going.

SP was required to confirm whether or not use had been made of the broadband service; if use had been made the contract would be considered valid and this usage was to be demonstrated to C with a record of the connections made; if no use had been made of the broadband service SP was to account to C for the payments collected and refund these in the form of a cheque after receipt of the modem it had supplied, to facilitate this SP was to provide a return envelope with postage pre-paid. If the order was to be cancelled SP was to correct any damage caused to credit reference files held in relation to C and to confirm this in writing to; in respect of the poor customer service experienced SP was to provide a small goodwill gesture, in the form of a cheque.

3.10

C upgraded a broadband service with SP but the order initially went into a frozen status and then further problems were experienced. In total C waited four months before the upgrade was successfully provided, the last month of which there was a loss of service. This was considered disappointing customer service as was the fact that SP also failed to provide a Migration Authority Code after one had been requested. During these delays C made a number of calls to SP's Customer Service and Technical Help lines. Given the poor level of customer service provided it was felt reasonable that the cost of these calls should be refunded.

SP was required to provide a letter of apology in respect of the poor customer service experienced, account to C for all calls made to its Customer Service and Technical Service help lines and refund the cost of these calls from the upgrade order being placed and provide a goodwill gesture in the form of a credit to the account.

3.11

C agreed to a service with SP that was to supply a broadband service. This service was never successfully supplied. C requested a Migration Authority Code which despite being promised was never delivered due to a system error. It was accepted by SP that there had been a failure to deliver the broadband service and after much correspondence had been exchanged SP agreed to refund all monies to C that had been paid in respect of the broadband service. In addition it offered a goodwill gesture. As C refused the first offer made SP increased this offer to a level which was considered acceptable. As SP had provided refunds and goodwill gestures in a fragmented manner it was considered appropriate that the offer should be supplied and that clarification should be provided as to the amounts supplied.

SP was required to provide a letter of apology, provide an account showing the payments made in respect of the broadband service up until its cancellation, provide a schedule of the payments already made to C, indicating when and how these were

made and to supply any outstanding balance of the goodwill gesture that was offered. This amount was not to include any amount that has already been paid by C, other than a line test charge. That charge was to be considered included in the goodwill gesture offered. In addition, SP was to provide the direct contact details for a member of its High Level Complaints team that would take ownership of this matter in order that any problem can be discussed with the same person to ensure that C was satisfied that the remedy was properly supplied.

3.12

C ordered a broadband service with SP which did not go live for a number of months. After contacting SP over this period C cancelled the service and switched to a new provider. A Migration Authority Code was requested from SP that was to be passed onto the new provider. This was not provided for a period of six months which was considered poor customer service. It was clear that there had been some confusion with SP as to whether or not a Migration Authority Code was required as the service had been stopped. C approached SP for compensation and an offer was made which C felt was not enough. The delays experienced and the confusion regarding the Migration Authority Code were considered poor customer service.

SP was required to provide a letter of apology, provide the compensation that was previously offered and provide a further goodwill gesture in respect of the poor customer service experienced, both these sums were to be provided in the form of a cheque. SP was also required to provide the direct contact details for a member of staff that was able to take ownership of the Migration Authority Code issue if the broadband service was not yet established with the new provider.

3.13

C took a broadband service with SP which although it was installed and went live could not be accessed. This problem existed for almost six months until SP established that the problem lay at the telephone exchange and required steps to be taken to change the position of the line. This resolved the problem but it was found that in not chasing this matter inconvenience was caused. This was considered poor customer service.

SP was required to account to C for any charges paid for broadband between the activation date and the date the service was eventually provided live and accessible and to refund these charges in the form of a cheque, to provide a goodwill gesture in respect of the poor customer service experienced. This was to be provided in the form of a credit to the account, to provide a letter of apology which was to also confirm the status of the service at present; and if there were ongoing problems with the service at present SP was to offer C the opportunity to cancel this service without any fee being charged.

3.14

C had a broadband service with SP which was stopped for no apparent reason. SP said this was as a result of a request, on a given date, made by C but the documents

provided by C showed that the service was ended suddenly and earlier than SP said. On this basis it was found that C would not pursue such a matter if the service had not been stopped at the time of the letter. SP's records were found to be incomplete and unreliable. C's account was accepted and it was found that the action to stop the service was as a result of either a misunderstanding or a mistake.

SP was required to provide a letter of apology, a goodwill gesture and to confirm that it would supply the service again if C wanted it to.

3.15

C took a service with SP which was to include free broadband. There was a delay of over five months before the broadband was supplied. This was considered poor customer service and it was accepted that C would have been caused a great deal of inconvenience with such a lengthy delay.

SP was required to provide a letter of apology for the poor customer service experienced in this case; provide a goodwill gesture in the form of a credit to C's account; confirm that there would be no charge for the modem it had supplied and confirm that if a cancellation was required it will be allowed without any Early Termination Fee.

3.16

C said that SP had failed to provide a working broadband connection for over six months. SP said it been told to cancel the service but it had not processed the cancellation. This was considered poor customer service. C said that a number of letters had been sent by recorded delivery but there was no support for this. The records kept by SP showed only sporadic contact from C and it was felt that this might have prolonged matters although it was considered poor customer service that SP did not follow up the issues raised.

SP was required to waive the connection fee, arrange for a qualified member of staff to contact C and establish whether or not C wanted to continue with this contract. If C did SP's second line technical assistance were to make every effort to connect the broadband service; provide the details of member of staff that will take ownership of these issues to ensure that there is a reliable contact that could be reached and provide a goodwill gesture in respect of the poor customer service experienced in this case.

3.17

C agreed to a broadband package from SP, but had several technical problems. C contacted SP on many occasions, but was charged for the calls to Technical Support. C also wrote letters to SP, but it failed to respond on all occasions. The service was eventually provided and C did receive some credits from SP.

The Ombudsman concluded that C did receive poor customer care from SP and had ongoing technical problems. The credits supplied by SP did cover C's package charges, but did not fully cover the charges C incurred contacting SP on many occasions. Therefore, SP was required to apply a further goodwill credit to C's account on receipt on the required evidence. SP was also required to confirm in writing what credits had been applied and provide a letter of apology for any stress and inconvenience caused.

3.18

C agreed a contract with SP for broadband but after a couple of days of the service going live the broadband failed. Complaints were made but the service was not restored for two months. This was considered poor customer service as was the failure to keep C informed. Shortly after the service was resumed it failed again.

SP was required to cancel C's contract without any early termination fee being applied to the account, refund the cost of three month's subscription charges, provide a goodwill gesture in respect of the poor customer service experienced and supply a letter of apology and confirmation that the account is now cancelled.

3.19

C agreed to a broadband contract with SP, but it failed to supply a working broadband service. C complained to SP and it promised to resolve the technical problems, but this did not happen. C requested to cancel the broadband service, but SP failed to reply to C's correspondence and complaints.

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

3.20

C requested broadband from the Supplier but the company was unable to provision it. C experienced a poor level of customer service whilst waiting for broadband. C disputed their bill and refused to make payment. The Supplier stated that the bill was the telephone service which C had been able to use.

The Ombudsman was disappointed with the actions taken by the Supplier whilst provisioning broadband. The Ombudsman considered that C should remain responsible for their outstanding balance as it related to a service they could use. 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.

3.21

C upgraded to a new package that included broadband, line rental and calls. C also registered for the mobile phone service. C complained that the mobile handset was damaged but SP refused to replace it. C also considered SP had provided misinformation about the speed of the broadband service and requested cancellation. SP stated that an early termination fee would be applicable, which C disputed. C continued to experience problems with the speed of the service.

The Ombudsman was satisfied that SP had not promised to provide an 8Mb broadband speed. However, it was noted that SP may not have upgraded C's broadband from the 1Mb service C had previously used and this was considered to be reflective of a shortfall in customer service. The Ombudsman was satisfied that C had not asked to cancel the service during the cooling off period and was therefore liable for the early termination fee. He was satisfied that SP was not responsible for issues with C's mobile phone and that SP had correctly advised C to contact the retailer.

SP was required to send a letter of apology, apply a credit as a gesture of goodwill, check C's broadband service had been upgraded and if the speed remained slow, to arrange for an engineer to investigate.

3.22

C complained that SP delayed provision of broadband and the service also worked intermittently for three months. C said that the fault was found to be with the connection point under the stairs yet SP failed to resolve this when it had checked the connection point previously. C requested compensation from SP and remained unhappy with its offer of six months rental. SP said that the fault was discovered under the stairs behind a false wall which C had not removed prior to the date that the fault was repaired. SP said that its offer was fair.

The Ombudsman noted that SP failed to advise what the delay in providing the broadband service was. The Ombudsman said however that SP was not liable to compensate C per the terms and conditions of service. However in recognition of the service shortfalls the Ombudsman required SP to honour its offer of goodwill and also refund C with the cost of mobile internet charges.

3.23

C said had ordered broadband with SP but it was not activated on the agreed date. C called SP and placed a second order yet the service was still not activated. C then requested cancellation but received a modem and bills for the service. C disputed this with SP and sent letters of complaint but received no response. SP said that the broadband service activated just after the agreed date. SP said it had no record that C requested cancellation either prior or just after the activation of the service. SP maintained that C remained liable for the broadband contract.

The Ombudsman said that as C did not cancel the service within the seven day cooling off period then C remained liable to pay SP for the broadband service and any relevant

cancellation fee. the Ombudsman noted that SP failed to respond to a recorded delivery letter and so required SP to award a nominal goodwill payment and to send C a final bill.

3.24

C ordered broadband from SP but was unable to connect. After two months C cancelled. SP left a tag on C's line and C was unable to obtain broadband elsewhere. C complained but the marker was not removed for three months preventing C from obtaining broadband elsewhere. C requested compensation and complained to Otelo.

SP did not provide any explanation for the delay. The Ombudsman considered that there were shortfalls in the customer service causing additional expenses and inconvenience to C. The Ombudsman required SP to provide a goodwill payment in recognition of these shortfalls.

3.25

C applied to SP for broadband. SP failed to provide the service but placed a marker on C's line. C was unable to get the marker removed for over six months and complained to Otelo.

SP confirmed that the order had failed to complete and that it had been unable to remove its marker from C's line. The Ombudsman considered that there had been serious shortfalls in the customer service provided and required SP to compensate C for the shortfall. The Ombudsman also required SP to provide an additional goodwill payment to cover dial up charges for each month that SP failed to remove the marker.

3.26

C complained that that a service was underperforming. SP investigated and educated C in its reasons. C requested contract termination, but SP considered this should not be done without a penalty fee.

The Ombudsman concurred with SP, that there had been no breach of contract and that whilst the quality of service was regrettably down, it was within the terms of the contract. No further action was recommended for SP to take.

3.27

C agreed to C's landline and broadband service but experienced problems with the broadband connection. C complained to SP but as the problems continued formally complained in writing, but received no response. Several months later, C complained in writing again to SP but again received no response. Following a third complaint letter, C received a call from SP and a call back was arranged, yet this was not followed up.

The investigation found that although C had received elements of poor customer service from SP in relation to a failed call back and also failure to respond to a complaint letter, SP did make attempts to try and contact C in order to resolve the connection issues. It was clear that successful contact was made with C initially and that trouble shooting was undertaken, but that C then made no contact back with SP for some time. In this instance, SP offered to release C from the contract without penalty as a gesture of goodwill and this was considered to be the appropriate action to resolve the dispute and bring the matter to a close.

3.28

C agreed to SP's landline and broadband service but only received a certain broadband speed. C expected to receive a greater speed and therefore complained to SP. C received no response and believed SP to be in breach of contract. Therefore, C withheld payment and found an alternative supplier. However, C then received demands for payment for an outstanding balance. C disputed this.

The investigation found that SP had supplied the service C had agreed to and that it was a commercial decision that remained outside of the Ombudsman's remit for investigation as to why C could not receive a greater broadband speed. Although there were customer service issues with SP's lack of response to C, it was also clear that the disputed charges had been incurred legitimately and that C was liable for those. Therefore, it was proposed for SP to apply a small goodwill payment to C's outstanding balance, along with an apology, and also provide C with the relevant information following a Subject Access Request, and clear any normal fee charged for this, as a further gesture of goodwill.

5.0 Cancellation

5.1

C started to receive two bills but then received calls from SP demanding payment of an outstanding balance. As C paid by Direct Debit C was unsure why and it eventually transpired that C had two accounts with C. One of the accounts was not closed when it should have been and continued to carry C's calls. C complained about this and SP then merged the two accounts but then C experienced disconnection of C's service. C started to formally complain to SP but received poor responses and no promised call backs. SP eventually offered C a settlement but this was declined.

The investigation found that C had received several customer service shortfalls throughout this matter not only in relation to the initial account error, but also with the disconnection of C's service and SP's poor responses to the complaint. On this basis, it was proposed for SP to provide C with an increased goodwill payment and formal apology, confirm C's credit status had not been affected, and also confirm the full closure of the old account with a zero balance.

5.2

C complained that SP had not provided a new line at a new address. SP explained that it was not able to arrange this and that C should speak to the principle service provider which could arrange the new line and number allocation and that C could then return to SP. No criticism was made of SP for this. C complained that having returned to the principle SP a 12 month contract was required. C also complained that SP had disconnected the service without warning or request. SP could not explain why the service had been disconnected. This was considered poor customer service. A further complaint was that a number of calls had been made to SP which had been disconnected. There was nothing to support this claim but there was one note that a call had been ended due to C being abusive. This was considered reasonable and based on the support provided for this complaint it was not taken any further.

SP was required to provide a letter of apology and a goodwill gesture for the poor customer service.

5.3

C gave 30 days notice of cancellation of service. T cancelled the line two weeks later but continued to bill C for line rental and call charges for several months. C had cancelled the Direct Debit for the account and sent cheque payments but T continued to claim that amounts were outstanding and threatened to notify credit reference agencies that bills remained unpaid. C (who was elderly) contacted T on several occasions but, despite being assured that the letters and requests for payment resulted from system errors, the promised written confirmation of that was not sent to C.

The Ombudsman decided that there had been prolonged and repeated shortcomings in customer service by T and required T to provide a full written apology and make a goodwill payment to cover C's costs and to compensate for the distress caused. T was also required to clarify its cancellation procedures for customers and to ensure that no future mailings were sent to C.

5.4

C cancelled telephone services with SP. A few weeks later C asked for a new telephone package including international calls with broadband. SP added the new order to the cancelled order and C's telephone services were cancelled and transferred out to another provider without C's knowledge. SP continued to process the broadband order. C had difficulties connecting and did not know that the package order had been cancelled. When C received a bill from the new provider C complained to SP and cancelled the broadband. C had incurred international call charges which should have been free. C wrote to complain and requested compensation for the additional telephone costs and the broadband charges C had already paid. C received no reply. The account was referred to a debt collection agency. C wrote again. SP sent a goodwill refund cheque and cleared the outstanding balance. C returned the payment as insufficient and complained to Otelo.

The Ombudsman considered that SP had failed to provide the service contracted for and was not entitled to payment for the part service it had provided. C was entitled to recover expenses incurred as a direct result of SP's failure to provide the service.

The Ombudsman required SP to provide an increased goodwill payment which reflected the expenses C had incurred and to send written confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

5.5

C could not connect to broadband. C contacted SP, but the matter remained unresolved. C requested cancellation of the service. SP cancelled the contract without penalty and confirmed C would receive a refund on receipt of the returned broadband equipment. C considered SP should collect the equipment and also wanted SP to reconnect a dial up internet connection. SP refused to do this, but provided C with a pre-paid box to return the router. C refused to return the equipment and wanted compensation.

SP's failure to address the broadband connection issue in a timely manner, or explain the problem to C was considered to be reflective of poor customer service. However, SP's request for C to return the broadband equipment was considered reasonable. C's compensation request was excessive. SP was required to send a letter of apology, provide a refund of the payments C had made for broadband on receipt of the returned equipment, make a payment as a gesture of goodwill and arrange for a Technical Advisor to contact C to provide support in enabling the dial up connection.

8.0 Customer Service

8.1

C complained that it took SP three weeks to provide a Migration Authorisation Code (MAC) and SP advised C that it no longer provided the service when in fact it did. C advised that the markers have not been removed from the line. The Ombudsman concludes that the MAC was issued without delay however C's new SP failed to migrate the service. SP did provide incorrect advice regarding the status of the account and C believed it had ceased when it had not. The Ombudsman concludes SP failed to administer the account and provide an adequate level of customer care in this case.

In summary the Ombudsman requires SP to ensure there is no marker left on the line; make a goodwill credit equivalent to the outstanding balance on the account; provide written confirmation that the account is closed and has a nil balance; and to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected.

8.2

C complained that SP failed to provide a service as expected. C complained and SP found services had been suspended for non-payment. When C paid the service was useable. SP also found that when C first agreed a contract they were unable to connect, but that C had not called the Technical Support as suggested. It was suggested that this may have resolved C's problems sooner.

The Ombudsman decided there had been no major shortfall in customer service, but some minor issues could have been addressed sooner by SP. SP was required to make an apology for this shortfall, provide a goodwill payment and cancel the charges for the period C was unable to use the service early on.

8.3

C signed up with SP due to a promotional offer of a cash back. C experienced problems with SP as SP did not take any action to advise C of the activation date for the telephone service. When C complained this was ignored by SP. SP apologised for the delay and poor service and offered a goodwill payment. The Ombudsman was of the opinion that since C received a shortfall in service levels SP should increase the goodwill payment.

Cash back, action not taken by SP, refund, customer service.

8.4

C complained to SP on several occasions that it had moved the telephone wire and cut another cable. This had also caused damaged to C's property. SP visited the site and confirmed that the wires had not been moved and responded to the complaint in full on many occasions. No work had been undertaken near C's property, but C continued to request compensation.

The Ombudsman concluded that no further action was required, as SP had dealt adequately with the complaint and there was no evidence to support C's claims.

8.5

C complained that service from SP was poor, that hardware exchanges were not completed properly or on time and the staff were inconsiderate. C complained and requested substantial compensation. SP investigated fully and found that many of C's problems were outside its immediate control, including exchanges which were handled by a contractor. SP offered gestures of goodwill, but these were rejected by C as inadequate.

The Ombudsman concurred with SP that many issues were beyond its control and the goodwill gestures were proportionate: C's requests were considered excessive. SP was required to ensure the offers made were completed. C was recommended to settle the remaining balance as it represented services provided by SP that had been used by C.

11.0 Disconnection

11.1

C requested a stop of all service due to house move. C gave SP 30 days notice but service was cut off before the 30 days. C then changed the date for the house move but between the move date and when C informed SP C said the services were cut off six times. C said had been charged for rental of services not requested. C called SP and sent letters without resolution. SP failed to provide a case file, therefore its views were not taken into account.

The Ombudsman said it could not be known why C's services were cut off six times, why C was charged incorrectly or why SP failed to resolve the issue. The Ombudsman required SP to recall any debt from the collection agency, ensure that C's credit rating was not affected, provide a final bill to show a refund of rental charged in error, award a goodwill payment and send C a letter of apology.

12.0 Disputed Charges

12.1

C incurred charges for GPRS usage on C's mobile account and although C acknowledged using the service, disputed the time of some of the charges, as the majority of these were incurred at midnight. C complained to SP and it explained that this was the general way of billing GPRS charges, by grouping them together and billing at midnight. It maintained the validity of the charges. C was unhappy and then requested specific content information from SP but it explained it was unable to provide this. SP applied a small goodwill credit to C's account but C remained unhappy.

The investigation was satisfied with SP's explanation as to the way it billed its customers for GPRS usage and it was also clear SP had carried out an internal investigation which also found the charges to have been charged correctly from C's mobile. On this basis, the evidence could find no evidence to suggest the charges were not valid and it was also satisfied that the goodwill credit already applied by SP for the shortfalls in customer service C had received was fair and reasonable. No further action was proposed for SP to take in this instance.

12.2

C disputed data charges with SP as C's handset had constantly checked for email for a period of three weeks. SP maintained that C remained liable for the costs incurred but offered a 25% reduction. C remained dissatisfied as SP failed to inform C of high usage and also failed to properly inform in the handset user manual how to set up the email service.

The Ombudsman said that the handset was the responsibility of the customer and so in this instance C remained liable to pay SP. SP's offer was viewed as a reasonable award. The Ombudsman said that SP was not accountable for the handset user manual as this was from the manufacturer. The Ombudsman also said that SP clearly advised of its prices on its web site. The Ombudsman required SP to honour its offer of a 25% reduction.

12.3

C complained that the cost of a service from SP had increased dramatically. Initially the complaint had been that SP should have issued a warning when it became clear that costs had increased. Subsequently, C questioned whether the calls had even been made. SP had checked the claims and had confirmed that the charges were correct. C had not paid the disputed amounts or any subsequent bills which resulted in SP adding a cancellation charge and pursuing settlement through a debt collection agency. After discussing the matter, SP had offered a reduction in its final account but C complained that using that method of calculation was unfair and wanted SP to increase its reduction of the disputed charges.

The Ombudsman found that service and cancellation charges had been added after C had stopped using the service. However, it was found that the final amount included an unpaid bill from a previous month as well as charges on the disputed bill, which had not been disputed by C. After allowing for inclusion of all the charges not being disputed and cancellation of all those added after C had stopped using the phone, the Ombudsman found that the offer still equated to a substantial reduction. On that basis, concluded that SP's offer was a reasonable one.

12.4

C received high bill and noticed there were charges for the internet service which C thought was free. SP proposed to apply a 25% discount. C refused. The Ombudsman found no evidence of C being advised that the internet would be free. Upon examination of the bill the Ombudsman considered SP should have detected the high surge sooner considering the status of the account. The Ombudsman required SP to reduce the balance to half.

12.5

C ordered a broadband service from SP. SP provisioned the service when C made contact and claimed that the speed of the broadband was not what C had requested and C had received a call from SP prior to provisioning the service to advise C that it was unable to provide the speed C wanted. SP refuted this and explained to C that it was able to upgrade to a faster speed if C wished. C refused to pay charges applied to the account which resulted in SP cancelling the account and applying an early termination fee. C complained to the Ombudsman.

The Ombudsman noted that research through a Broadband Checker showed that C's line was able to support a high broadband connection speed. SP was able to provide a higher speed and this meant that C's claims about receiving information to the contrary from SP could not be upheld.

The Ombudsman concluded that SP had provisioned the service C had requested. Service charges and an early cancellation fee were therefore valid. However, it was noted that the SP had incorrectly applied the cancellation fee twice and, therefore directed SP to correct this and make a goodwill gesture to C in recognition of the shortfall in customer service arising from this.

12.6

C entered into a minimum term contract with SP for mobile telephone service. SP sent C billing but C did not pay the outstanding balances on time and SP eventually disconnected service and applied an early cancellation fee to the account. However, there was an error on the part of SP and it applied the cancellation fee twice. SP also passed details of C's debt to a Credit Reference Agency. C complained about the charges and the credit rating default. SP corrected the billing but refused to withdraw the credit default. C was unhappy and complained to the Ombudsman.

The Ombudsman decided that there had been charges outstanding on the account at the time that SP caused the credit rating default to be made and applied early cancellation charges to the account and so was unable to agree to C's request to have the default withdrawn. The Ombudsman also concluded that the charges applied to the account had been correct and C was responsible for them.

However, the Ombudsman also noted that there had been shortfalls in customer service on the part of SP in that SP had sent out incorrect billing and had not provided itemised billing C had requested on a number of occasions. The Ombudsman concluded that in recognition of these shortfalls, SP should make a small goodwill gesture to C and send C a letter of apology.

12.7

C complained that a service was incorrectly charged and that when SP promised not to suspend the account, it later did so. SP investigated and found that there had been problems of the type described by C for other customers, but that C was asked to make interim payments which were not made. SP therefore referred C to a debt collector.

The Ombudsman decided that C had experienced a shortfall on customer service with the lack of information relayed, but that as the payments had not been made, SP was correct in its actions when it referred C to a debt collector. SP was required to make an apology and a goodwill payment.

12.8

C claimed to have been mis-sold an advert in the directory by SP. SP maintained that the advert had been agreed by C. The Ombudsman found that neither party had provided a copy of the contract, but was satisfied that one existed as SP notes show that a copy was sent to the customer. However, C in this case could not provide the alleged amended contract as this had been destroyed. The Ombudsman required SP to provide C the advert at half price as a goodwill gesture since SP had not provided details to show how the contract had been formed and what terms had been agreed.

12.9

C called SP and asked it to disconnect the account as C was going on holiday. SP offered to suspend the account until C returned back from holiday. SP in the interim applied a credit equivalent to three months. When C returned from holiday C discovered SP had issued bills contacting charges. SP adjusted the account. C complained that the adjustment was not correct and complained that SP did not respond to C's letters.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide a goodwill payment; to ensure that the cheque promised was issued; to provide assurance that the account had now been fully closed displaying nil balance; and to provide C with a detailed account of the credits and debits applied to the account from a certain date.

12.10

C cancelled an account with SP and paid the final account. Following this C continued to receive invoices from SP. Calls were made to SP and it was confirmed that the account would be closed but this was never actioned and further invoices were delivered. SP explained that it had experienced an internal problem which meant that the account could not be cancelled which caused further invoices to be generated. In an effort to help SP placed the account on hold until the problem was resolved but as this was only effective for a limited period other invoices were sent. These problems were accepted as having an impact on C and was considered poor customer service.

SP was required to provide a letter confirming the cancellation of the account, an apology and a small goodwill gesture in respect of the poor customer service.

12.11

C claimed to have contacted the Supplier to cancel their account but the Supplier did not have a record of the contact. C disputed the account balance due to the Supplier not cancelling C's account. The Supplier cancelled the account and maintained the account balance. C experienced a poor level of customer service.

The Ombudsman was not presented with any conclusive information to confirm the cancellation request. The Supplier was required to conduct an investigation to see if could trace C's call regarding the cancellation. The call was traced the Supplier was to refund the service charges but if not, C was to remain responsible for the outstanding

balance. 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.

12.12

C was concerned that C was being charged for using the GPRS function on C's mobile phone to access the internet. C asked SP if this was the case. SP assured C that C was not being charged for using GPRS usage. C subsequently discovered that C had been charged for GPRS. When C complained, SP told C that GPRS charges could be delayed for several weeks, which is why the charges did not show up when C called.

The Ombudsman found clear evidence to show that when C had contacted SP, C had been categorically told that C was not being charged for GPRS, and was not told that GPRS charges could be delayed. It was decided that C would not have made such substantial usage of GPRS if SP had provided accurate information. Therefore, SP was required to refund the vast majority of the GPRS charges incurred.

12.13

SP increased its mobile phone charges. C therefore asked SP to cancel C's account. SP accepted the cancellation request, but charged a termination fee. C complained, stating that C was entitled to cancel the contract without penalty because of the change to the charges. SP denied receiving a valid cancellation request. In its submission to the Ombudsman, O2 accepted that it did receive a valid cancellation request. It therefore agreed to remove the termination fee.

The Ombudsman was of the opinion that C had been inconvenienced as a result of the errors SP had made, and therefore required SP to make a payment to C to recognise this.

12.14

C was moving house and contacted SP to advise. C then received an engineer visit in order to activate the services at the new premises, but then received a bill which included a charge for this. C complained to SP and maintained that C had been advised initially that no charges would be levied for the house move. SP maintained the charge throughout.

From the evidence provided, the investigation found that it was probable C had been made aware of the potential costs involved with the house move, which included any engineer charges. The investigation was also satisfied that following C's oral complaints, it investigated the matter correctly. However, the investigation also questioned why copy of the engineer report had not been requested by SP, when C had specifically requested this. As there was no reason to say why this should not be retrieved, it was proposed for SP to obtain this from the network provider and provide a copy to C. In addition, it was found that SP had not responded to one of C's written complaints and, therefore, it was proposed for SP to provide C with a small goodwill payment and also an apology.

12.15

C experienced a loss of service and was advised by SP that C's calls would be diverted without charge to C. However C then received a bill containing such charges and complained to SP in writing. As C received no response, C sent further letters but received no response.

For investigation, SP maintained it had applied the correct credit to SP's account, and provided the billing evidence of this. However, the investigation could find no reference to this credit on the stipulated bill. Therefore, it was considered that C had not received the credit. In relation to C's complaint letters, it was apparent that SP had sent two replies, but did not reply to the third letter. This was considered to be a shortfall in customer service and, therefore, it was proposed for SP to provide C with a cheque refund that included a goodwill payment, an apology and also provide C with copies of SP's two previous letters to C.

12.16

C disputed engineer's call out fee charged by SP. SP maintained as correct and stated that the fault was found with C's own internal wiring. C also complained that SP had charged C for rental after the service transferred to another provider. SP admitted an error and proposed to refund C.

The Ombudsman said that the information provided showed some doubt as to exactly what the engineer repaired. In recognition of this and any service problems encountered the Ombudsman required SP to remove the call out fee. The Ombudsman also required SP to refund C with rental charged in error and to recall the debt from the collection agency.

12.17

C contacted SP with issues relating to the failure to set up a Direct Debit and technical issues with a handset. C added that a poor response was received from SP. SP accepted that there was an error in setting up the Direct Debit and offered a goodwill gesture.

It was concluded that C has been inconvenienced with regards to SP not taking direct ownership of the complaint issues.

SP was required to contact C directly and collect the correct DD details and set up the payment process on behalf C, maintain its goodwill gesture credit and additional one months free line rental, honour its initial offer to C of a replacement handset, and if the same model is not available, then a similar priced model(s) should be offered and send a letter of apology

14.0 Faults (Equipment)

14.1

C asked SP to provide itemised billing which SP failed to do. When C eventually received the bill further charges were noticed. Despite numerous letters to SP the matter was not resolved by SP. The Ombudsman found that SP did try to contact C, but as this was not possible over the telephone it wrote to C on a number of occasions to discuss the complaint. Although C wrote further letters to SP C did not allow SP the opportunity to resolve the complaint.

14.2

C complained to the SP about incoming calls failing to be received and that they were being diverted to the voicemail service. C complained at length to the SP about the handset issues, but failed to give the SP any opportunity to resolve these problems. C eventually returned the handset for repair and this appeared to resolve the fault. However, C remained unhappy and demanded the contract to be cancelled. The SP agreed to cancel the account without penalty, although it insisted C should pay the outstanding balance less a goodwill credit. C refused.

It was concluded that C initially failed to give the SP ample opportunity to repair the fault, and in such circumstances further awards were unwarranted. Therefore the SP was required to maintain the previous offers made, with a goodwill credit to be applied and the contract terminated without penalty.

14.3

C transferred to SP and experienced numerous problems such as loss of service, no voicemail facility being added for five weeks, initial delays in the line transferring to SP and delays later transferring line back to another provider. SP apologised for the delays and the poor service.

The Ombudsman was of the opinion that C received a shortfall in service levels on a number of occasions and required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to ensure there was no charge for the telephone service from a certain period and any overcharges to be refunded; to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

14.4

C experienced problems with their telephone line and broadband and complained to the Supplier. C experienced delays whilst waiting for the Supplier to respond and they were

then given incorrect information. The Supplier confirmed that C had experienced a poor level of customer service. The Supplier offered to cancel C's service without penalty and offered a goodwill payment but C declined.

The Ombudsman was disappointed with the actions taken by the Supplier. The Ombudsman considered that a clear shortfall in customer service had occurred. However, the Ombudsman considered the Supplier's offer to be reasonable. The Supplier was required to fulfill its offer and write a letter of apology.

14.5

C had a broadband service with SP. C was able to send but not receive emails. C complained to SP but did not receive return calls to enable troubleshooting to be carried out. C made further complaints to SP and after some delay SP resolved the matter. SP offered a goodwill payment, which C accepted. However, C asked for an additional payment to cover the cost of the complaint.

The Ombudsman was satisfied that SP had resolved the initial complaint. However, SP was required to issue a letter of apology for the delay along with a goodwill payment to cover the cost of calls made to SP which it had not returned.

15.0 Faults (Line)

15.1

C had a broadband service from SP which ceased to work. SP was unable to continue providing the service due to technical problems with line length. C complained. SP offered a goodwill credit and a refund of the broadband charges but was unable to provide a broadband service. C complained to Otelio.

The Ombudsman considered that SP had provided reasonable compensation to C for the inconvenience but was unable to require SP to provide a broadband service. The Ombudsman considered that this was a matter for the SP and therefore did not require any further action.

15.2

C claimed that SP did not meet the Discrimination Disability Act needs as SP did not make reasonable adjustments to allow C to report faults via an alternative method other than telephone. SP apologised and advised that although an email address was given this was closed down. Furthermore, SP stated that it had not been informed of C's disability.

The Ombudsman found that there were letters supplied by C in which it was evident that SP had been informed of C's disability. The Ombudsman required SP to provide an

apology for poor customer service levels and in recognition a goodwill gesture; to advise C how SP could make adjustments to meet C's hearing disability when reporting future faults. If SP was not able to provide a solution it was recommended that C approached the Disability Rights Commission and asked it to assess whether a Disability Conciliation was necessary.

15.3

C's landline was faulty and was not repaired for 48 days. C claimed compensation. SP offered a credit for the line rental, call divert charges and offered a goodwill payment. C did not accept the amount offered and referred the complaint to Otelo.

The Ombudsman considered that C had the use of mobile phones, and while accepting that the lack of a landline caused inconvenience, considered that SP had made a reasonable offer.

15.4

C had a fault with the Supplier's service that went on for some time. The Supplier made a substantial goodwill payment and C accepted this. C cancelled their account and asked for their details to be removed from the marketing database but there was a long delay before the Supplier did this.

The Ombudsman considered the issue regarding the fault had been resolved. The Ombudsman was of the opinion that a shortfall in customer service had occurred as the Supplier failed to action C's request. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

15.5

C reported some faults to SP and later claimed that these had caused C to lose business. C wrote to SP to claim for the business losses, but the claim was rejected as C was a residential customer and was only liable to receive a small amount of recompense for the faults. C complained further to SP, but SP delayed in exhausted the complaints process.

The Ombudsman concluded that SP was not liable to provide C with any recompense for the stated loss of business, but a goodwill credit was applied for the delay in dealing with C's complaint and for failing on occasions to adhere to C's requests for information. SP was also required to send C a letter of apology.

15.6

C subscribed to SP's telephone and broadband service. C reported a fault on the line and was unable to set up a connection to broadband. C provided Direct Debit details but SP suspended the account for non payment as the first payment was rejected. SP

restored services when payment was taken by Direct Debit the following month. C complained and discovered that SP had applied for payment of the Direct Debit before SP had provided the Direct Debit details to the bank. SP applied goodwill credit for the failed payment. C's line was still faulty and C wrote to complain but received no reply. SP closed the fault but it was still not fixed. C's services were restricted for non payment and the account disconnected. SP applied an early termination fee. C wrote again to complain but received no reply and referred the complaint to Otelo.

The Ombudsman considered that SP had provided poor customer service and required SP to provide a goodwill credit in recognition of the shortfalls. The Ombudsman was satisfied that C had not been able to access the internet due to the fault on the line and required SP to credit the early termination fee.

15.7

C complained that SP delayed the provision of the landline for seven days and also had a fault on the line for eleven days. C requested compensation from SP but remained dissatisfied with the credit applied to Cs account. SP said it had credited C with the relevant compensation. SP did not comment on the delayed provision of service.

The Ombudsman said that without further information it could not be known why the service was delayed. The Ombudsman was however concerned with the way the fault was handled as C had to keep calling SP as it closed the faults without confirming if the service worked or not with C. SP also failed to explain to C how its compensation scheme worked. In recognition of the poor service received the Ombudsman required SP to award C with any compensation due per SP's terms and conditions and to award a nominal goodwill payment. SP also to send a letter of apology confirming what credits and goodwill have been credited to C's account.

15.8

SP provided C with a telephone service. C decided to have a caller id added to the account. This was added but failed due to problems with the service. C telephoned SP to check when the service would be activated. C received bills for the service soon after requesting it. SP had still not provided the service some months later and C telephoned on a number of occasions to chase its activation. C stated that SP had given various explanations as to why the service had not been provided. C complained by letter sent recorded delivery and sent emails to SP. C claimed that no response had been received from SP.

On referring the complaint to the Ombudsman SP made a response saying that an unavoidable technical issue had arisen and that its technical team were working to resolve this. Its notes showed that the caller id had successfully been applied to the account and that it was being monitored. SP offered to make a gesture of goodwill to cover the charges paid, further four months free charges, an amount to cover call charges incurred in pursuing the complaint by C and an apology. The Ombudsman considered that there had been a failure with customer services as SP had not shown that it had responded to C. It had shown that it was working on the issue to resolve it but

had not informed C. The offers were agreed to be reasonable except for a small increase in the amount offered to cover what C had already paid.

17.0 Fraud

17.1

C became a victim of Identity Fraud and had contacted SP to complain. SP after investigation accepted that C had been the victim of fraud and closed the account and cleared all charges.

It was concluded that although C had been inconvenienced with regards to the attempt of a unknown third party to set up account fraudulently in C's name, SP had set the account up in good faith and then cancelled the accounts and all charges raised once becoming aware of the fraudulent activity. There was no evidence of any service shortfalls in this case.

SP was required to send C written confirmation that no account has been set up C's name, ensure that no adverse data has been sent to any credit reference agencies as a result of this episode and confirm this in writing to C.

19.0 Installation

19.1

C, who had a business, planned to transfer C's services to C's new address, but although the telephone services were transferred, the broadband services were not. This led to further problems and C was left without a broadband service for approximately one month. C complained to SP about this loss claiming loss of business and time. SP responded with an initial offer and then doubled this offer following escalation, but C rejected both.

The investigation found that C was left without a broadband service for one month and although the loss of business was acknowledged, it was clear that under the Terms & Conditions of the service, SP was under no obligation to provide any compensation for such losses. Nevertheless, it was clear that SP had accepted responsibility and provided C with a final offer. In full consideration of the complaint, the investigation considered this offer to be fair and reasonable and therefore proposed that SP retained this offer. However, due to the level of losses C had indicated, it was also recommended to C that it maybe in C's interests to pursue such recompense via alternative routes.

19.2

C called SP and required service at a new build property. C waited for the engineer on the date C was given for installation but no one turned up. On calling SP C was informed there was a delay and was given another date. The engineers still did not turn. C sent letters of complaint to SP but received no response. C requested a refund of the installation fee and compensation. SP said that the delay was due to builders. SP said that C was kept informed and that no refund or compensation was due.

The Ombudsman reviewed all of the information provided and concluded that C had not been properly informed by SP as to what would happen with C's order. SP also failed to update C and provided incorrect information. The Ombudsman's surmised this was due to a breakdown in communication. The Ombudsman said that C remained liable for the installation fee but in recognition of any service issues SP was required to award a nominal goodwill payment and send a letter of apology.

19.3

C complained that SP failed to apply a service correctly and that there were several errors which led to further delays. SP stated there were problems with the account and its advisors had applied the wrong tariff.

The Ombudsman considered C had experienced poor customer service over several months, with lack of updates, errors made over the tariff and incorrect advice being given. SP was required to make a full written apology and a goodwill payment.

19.4

C requested a package of services from SP which included a free broadband service. There was a delay in SP provisioning the service due initially to the existence of another SP's marker on C's line and C arranged to have this removed. SP then promised to provision the service by a due date but failed to meet this and when C called to enquire about the delay some confusion arose which caused SP to incorrectly cancel the account. C complained to the Ombudsman.

The Ombudsman concluded that there had been shortfalls in customer service on the part of SP by the delays in provisioning the service and the incorrect cancellation of the order. She directed SP to provision the service as soon as possible and to make a goodwill gesture to C for the loss of enjoyment of a broadband service.

19.5

C contacted SP to request a MAC (Migration Authorisation Code) so that C could migrate to another Internet Service Provider (ISP). Due to technical difficulties SP delayed in providing C with the Code. SP continued to provide a service to C for sometime before it provided C with the MAC. C eventually cancelled the account and SP removed a marker which allowed C to migrate service to a new ISP. C wanted SP to

reimburse C with the charges it applied to the account. SP did not do this so C complained to the Ombudsman.

The Ombudsman decided that SP's delay had caused C to incur charges and as a gesture of goodwill C should withdraw or credit the charges to the account. The Ombudsman also noted that a further complaint C had brought about customer service had been recognised by SP sending C a letter of apology and making a goodwill gesture to C. The Ombudsman was satisfied that the action was sufficient to address that failure.

19.6

TP had Power of Attorney for C. TP contacted SP to arrange transfer of C's telephone services to a new address and a date was agreed for activation. SP failed to activate the service. TP contacted it and received conflicting information from SP about the provisioning date. SP activated the service the next day. TP sent two letters of complaint, but SP failed to respond.

SP accepted that it had made an error when recording the service activation date. The Ombudsman considered this error, and the problems TP experienced trying to resolve the issue to be reflective of a shortfall in customer service. SP was required to send a letter of apology and apply a credit as a gesture of goodwill.

19.7

C agreed to SP's service for calls only but then found C's broadband service had also transferred over to SP. C maintained that C had specifically requested that this did not happen, and that due to this, C's broadband service was then disconnected by C's then supplier. C complained to SP about this and although proposals were made as recompense, these were declined.

The investigation found that although C had agreed initially to the services, it was clear that C had then stressed that C did not want the broadband service to be taken over, but that SP took no actions to prevent this and proceeded to take over the service anyway, causing it to be disconnected for a number of weeks. The investigation was satisfied that C had received poor levels of customer service from SP and also experienced inconvenience, but it was satisfied that SP's proposal of recompense was fair and reasonable. No consideration was given to any loss of business from this matter as it was a residential line.

19.8

C complained to SP that despite having agreed to its broadband service some time earlier, SP had never provided C with this service, despite having sent C three new routers. C complained that C had then started to receive bills containing different account numbers. C complained to SP and although some credits were applied to the account, C received no response.

SP provided a copy of its case notes for investigation but these contained no specific information about C's complaint, other than the two credits that had been applied. The invoice information also provided by SP also did not explain why there were two accounts, or even what services C had and had been charged for. The investigation also found that SP had not responded to C's formal complaint letters. From the information provided for investigation, it was considered that C would have agreed to a broadband service initially but has not been able to receive this (for whatever reason) to date and as SP had already credited the account in lieu of this, it was proposed for SP to ensure that C received a full refund of any remaining charges paid for the broadband service, a goodwill payment and an apology for the poor levels of customer service received.

24.0 Mis-selling

24.1

C complained that they had not agreed to a handset upgrade and wanted to cancel their account. The Supplier listened to the call recording and maintained C had agreed to the handset upgrade. C experienced a poor level of customer service.

The Ombudsman considered that C had agreed to the handset upgrade and therefore should remain responsible for the account charges. However, 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.

24.2

C complained that SP had transferred C's telephone services without C's permission. SP stated that C had given authorization for the transfer to take place, and although C had submitted a cancellation request, it was not received until after the cooling off period had elapsed.

The Ombudsman listened to a recording C had submitted and concluded that C had clearly given authorization for SP to arrange the transfer of C's services. However, it was also discovered that C had submitted a cancellation request within the cooling off period. Therefore, SP was required to waive the cancellation fee added to C's account. It was felt that C should pay some of the charges C had incurred while a customer of SP, as C would have had to pay for the services provided (to C's previous provider) even if the transfer had not occurred, but SP was required to reduce the amount outstanding as a goodwill gesture to recognise the inconvenience caused.

26.0 Nuisance Calls

26.1

C moved into a new property and requested a second line to be provided by SP. C began to get unsolicited emails and faxes so wrote to complain. SP stopped these from its own Marketing sources but then discovered that it should have implemented a Fax and Telephone Preference Service to stop the continued correspondence to C. It apologised and implemented the services notifying C that this would take a further 28 days to activate. C then had broadband installed but could not connect. Following complaints to SP the connection was established some 5 weeks after installation. C continued to request a response from SP for the delays experienced and for the differing advice C felt had been received when complaining. SP responded that it had sent a letter offering rental refunds but that C had not responded and so it considered the complaint resolved.

The Ombudsman considered that SP had failed to act on the initial complaint letter and then had not responded during the problems and afterwards when C was seeking full resolution. It had not responded fully by letter until after the complaint was underway with the Ombudsman's office and so it should recognise this by way of a goodwill payment and a credit for the disturbances experienced by the unsolicited communications. Its offer for the refund of rental for the broadband was reasonable. It had made a written apology although not seen in the Ombudsman's office and this was acceptable.

28.0 Payments

28.1

C did not receive an invoice sent by SP. As this invoice was not paid SP suspended C's services. The services provided by SP included web hosting and domain name services. After payment had been made SP experienced difficulties meaning that the service could not be used. Complaints were made by C but it was noted that SP did not always respond and that there were delays in providing responses where one was made. This was considered poor customer service. SP offered to provide free services for a stated period. Whilst this was considered helpful the steps proposed were not considered sufficient.

SP was required to provide a letter of apology, provide free service for one year. This was to start once this dispute is finalised, refund any charges collected since the account had been paid up to date until the delivery of the Provisional Conclusion and provide a goodwill gesture in the form of a credit to C's account.

29.0 Premium Rate Services

29.1

C received telephone bills which contained high call charges to premium rate numbers and these were paid by Direct Debit. C complained but was told SP could not prevent the calls. C wrote eight letters but only received one reply maintaining the charges. C complained to Otelco.

The Ombudsman considered that SP was entitled to payment for the calls made. However, the Ombudsman also considered that SP had failed to advise on call barring, failed to reply to letters and failed to identify abnormal high usage and required a goodwill payment to compensate C for these shortfalls in customer service.

29.2

C disputed charges for PRS calls. SP suggested the calls were due to a rogue dialler and maintained the charges as correct. C continued to dispute the costs and SP passed the account to a debt collection agency.

The Ombudsman noted SP had misinformed C about the PRS number, which related to a TV show. It was considered that if SP had correctly identified the number for C, C may not have disputed the charges and experienced the inconvenience of making a complaint. SP was required to send a letter of apology and apply a credit as a gesture of goodwill.

32.0 Refunds

32.1

C cancelled their account with the SP to leave a credit balance showing. Despite a number of assurances by the SP, the repayment failed to be received.

It was concluded that there had been an avoidable delay with the promised refund and that C had failed to receive an adequate level of customer service.

In resolution the SP was required to send a letter of apology, provide the promised cheque payment and make a further goodwill payment.

34.0 Service Transfer

34.1

C moved home. SP cancelled C's services the day before C moved. C was therefore unable to make several important calls using C's landline. SP was also the provider of

services to the previous owner of C's new home. There was a delay in SP cancelling these services. Therefore, C was prevented from ordering services at C's new address for several days. As a result of these problems, C withheld payment of C's final bill. SP therefore referred the account to a debt collection company.

The Ombudsman accepted C had been caused inconvenience as a result of the premature cancellation of C's services and the delay in cancelling the services at C's new home. In recognition of this, SP was required to make a payment to C as a goodwill gesture. However, it was also decided that SP was entitled to refer C's account to a debt collection company because C had refused to pay an amount owed, so SP was not required to take action in view of doing this.

34.2

C signed up for a landline and free broadband service to be provided by SP. A 'go live' date was given for each service and C assumed that SP was providing these services. C then received an initial invoice for the broadband service and an invoice from a different service provider for the landline. No other invoices were received for the broadband. C contacted SP on numerous occasions by letter, telephone and also email to query why the landline had not been taken over. Further bills were received from another provider and so C continued to chase SP and claimed the difference in charges as it had been assumed that calls were being made under SP's published tariff. C stated that SP had made no response.

On investigation SP confirmed that the broadband had been taken over but not the landline. It asked C to forward the paid invoices so that it could compare the actual charges against its own charges and make a refund to C's account. This was agreed to be reasonable by the Ombudsman although any refund was to be made by cheque rather than by way of account credit. She required SP to ensure all future payable invoices were sent to C. SP apologised for the failure in customer service and detailed new measures for dealing with customer complaints and queries, and stated that the failure to respond to C was due to unexpected demand. The Ombudsman required SP to make a written apology and apply a goodwill credit in recognition for the time, inconvenience and expense incurred by C.

34.3

C made a complaint on behalf of a company, who had agreed to transfer its landline telephone services to SP. C complained that SP had misrepresented its charges, and had misled the company into thinking it could cancel at any time, but later insisting that it had to pay a termination fee. C also complained that SP had not completed the transfer of all the company's telephone lines.

The Ombudsman could find no evidence that the services had been mis-sold. However, it was felt that SP had failed to complete the transfer of the company's services in a reasonable time frame, and that therefore it was understandable that the company had lost faith in SP. In view of this, SP was required to allow the company to cancel its contract without penalty.

34.4

C complained that the broadband service with SP stopped working. C then complained that line was not working. SP advised C that line had been transferred to another provider. C complained to SP and believed that SP had breached the contract and had made a mistake. SP confirmed that it had not breached the contract and that C remained liable for the outstanding broadband balance and termination fee.

The Ombudsman said that after review of the information provided it was clear that SP had not breached the contract. SP had acted correctly when it received a request to transfer the service to another provider. SP was not at fault due to this and was also not at fault that it could not initiate diagnostic tests on the broadband due to the fact that the landline did not work. The Ombudsman did note some shortfalls in service and so required SP to bring back the debt from the debt collection agency, remove the additional fees added and to provide C with a final bill for the broadband service.

39.0 Text Messaging (SMS)

39.1

C was a mobile customer of SP and had received two messages to C's handset which C's wife found. The messages were enough for C's wife to believe C was having an affair. C complained to SP and it acknowledged an error had occurred and that C was neither the instigator nor the intended recipient of the messages. However, C refused to accept SP's offer and the matter reached deadlock.

The investigation found that SP had altered its position on the complaint where at first it accepted it was the cause of the error, but then maintained the messages were not sent via its network. The investigation could not determine exactly why the messages were received by C but it was accepted that C this was an error and SP had acknowledged this. The investigation acknowledged the stress this may have placed on C and C's family, but the investigation considered SP's offer to be fair and reasonable recompense. Therefore, this offer was maintained.