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## **1.0 Auto Diallers**

### **1.1**

C agreed to a phone contract but claims to not have been aware of all costs. C did not make payments on account. Despite reducing the balance C did not pay the outstanding balance

Ombudsman found that SP had made a reasonable attempt to resolve the issue. SP should maintain its goodwill offer whilst C should make payment on the outstanding balance

### **1.2**

C transferred to the company for telephone and broadband services. However, there was an ongoing problem with the email service. C contacted the company on numerous occasions and sent letters. However, the company failed to address C's complaint.

It was informally agreed that the company would apply several credits to C's account as a gesture of goodwill and send a letter of apology.

### **1.3**

C thought account with SP was cancelled. In subsequent months C continued to receive billing for service C thought had been cancelled. C's account had not been closed and C was still being charged for the service.

Ombudsman found that C had received poor customer service. SP had not responded to C's complaint in a satisfactory manner. SP was also required to make a goodwill payment and also refund all relevant charges.

### **1.4**

C transferred their CPS telephone service to the SP, received a welcome pack confirming their start date. The service went live as expected, but C had never received a bill. The SP advised the Ombudsman that this was due to technical problems it was experienced. The SP recognised the inconvenience this had caused and the poor customer service experienced by C.

The SP proposed made a number of proposals to the Ombudsman. These were discussed with C and they accepted these in successful mediation of the case.

The SP was therefore required to send a full letter of apology, explain the problem, provide an update on the work being carried out and the anticipated timescales, confirm C's payment options, and provide a goodwill payment.

## **1.5**

A complaint was made that SP had imposed an early termination fee when C had decided to switch to another service provider. C had claimed that no written contract had been received which spelled this out. C had refused to pay and, after several reminders and letters explaining that the matter could be passed to an Agency to recover the debt, SP had asked an Agency to pursue recovery of the outstanding amount. As resolution, C wanted the balance waived, an apology and explanation from SP for its actions and an assurance that no information relating to the matter would remain on C's credit file.

The Ombudsman decided that C had switched service provider during a minimum contract period so SP had acted properly and C was liable for the debt.

## **2.0 Billing**

### **2.1**

C complained to SP about a bill they received together with a debt recovery notice. C's previous bill contained a late payment charge and C called SP to have a revised bill sent. C did not receive a revised bill and subsequently had the phone line restricted and then disconnected. C changed suppliers but the new supplier was unable to set up a service as SP had disconnected the line

The Ombudsman directed that SP should apologise to C and make a goodwill payment. The Ombudsman further directed that SP should also reconnect C's line without charge and reduce his account to a nil balance. The Ombudsman directed that SP should cancel all debt action and confirm that C's credit rating was unaffected.

### **2.2**

C received a large bill for repair work conducted on her line. C disputed this bill and the SP passed the file to its collections team. It was later discovered that the SP had been incorrectly billed for repair work conducted which it had passed on to C. The SP refunded the difference to the C. However C was still unsatisfied and SP agreed to waive all charges as a gesture of goodwill.

The Ombudsman accepted the actions taken by the SP and requested that the SP provide a written apology to the C and written confirmation of the actions the SP had taken.

### **2.3**

The complainant agreed to an upgrade with a minimum commitment period that came with a discounted monthly line rental charge. However, the complainant then received bills from the Service Provider without the discount. The complainant complained to the Service Provider about this and a further dispute evolved about the length of time of the contract and of the period of discount. The complainant complained to the Ombudsman.

In response to the complaint the service provider told the Ombudsman that there had been an error and it was prepared to meet the claims the complainant had made about the discount and length of the commitment. The Ombudsman was satisfied that this action resolved the complaint but commented that the complainant had been inconvenienced and had incurred out of pocket expense as a result of an error, and the Ombudsman directed the Service Provider to make a goodwill gesture to the complainant in recognition of it.

### **2.4**

C was unhappy that the telephone service was slammed by SP and it took a significant amount of time to restore the correct service. SP did offer C a goodwill payment due to the problems encountered, but C declined this.

The Ombudsman requested that SP provide C with a goodwill gesture and apology in excess of its original offer due to the inconvenience caused and additional costs incurred.

### **2.5**

C had a telephone service with SP and had changed to internet billing but after finding this unsatisfactory changed back to the paper form. C received a telephone message stating the bill had not been paid and so paid this by debit card over the phone. C disputed receiving the bill. This continued into the next quarter with SP promising C the bills would be sent. They were not received. C emailed SP and it stated bills had been sent and confirmed the address. C was told copy bills could be sent at a charge.

The Ombudsman was not provided with a case file or representations by SP and so considered that as there had been a problem with both billing methods the fault lay with it. SP was to ensure paper bills were sent promptly and then it could charge any normal fees for this. It was to send out the past bills at no charge to allow C to consider them. C had been prevented from setting up a Direct Debit and so no charges should be raised for other payment methods on the basis that C would not have been able to ensure sufficient funds were in the account to cover the payment without the paper bills. It was to make a written apology and credit the account with a goodwill payment in recognition of the shortfall in customer service and for the time, inconvenience and expense incurred.

## **2.6**

C advises they agreed with SP to have its broadband service but after a period of time C was unable to access the service as SP had not supplied the necessary equipment. C contact SP a number of times to resolve by phone and in writing

SP informed the Ombudsman the complaint had been resolved directly with C. SP applied a refund and stopped contract without penalty. The Ombudsman wrote to both parties to confirm resolution had been agreed.

## **2.7**

C requested the telephone service and broadband from SP. However, there were problems with broadband, C's online account contained incorrect information and C did not receive any bills. C complained to SP on many occasions, but the company failed to correct the problems and errors.

It was informally agreed that SP was required to correct the details on C's online account, apply a goodwill credit to C's account, produce a bill for C, withdraw some charges, set up a Direct Debit and send C a letter of apology for the shortfall in customer service and for any stress and inconvenience caused.

## **2.8**

C received a bill which was more than expected. C's relative contacted the SP and was advised that the previous two bills did not include charges for the previous two quarters. C requested a copy of the previous two bills to ensure that no duplicate charges had been included but C did not receive these despite being told they would be issued free of charge. C also says that the SP agreed to allow C to repay the balance over a short period of time due to the amount but shortly afterwards C received a letter from the SP asking for immediate payment.

The Ombudsman concluded that the SP should issue copies of the previous two bills without charge as a goodwill gesture to allow C to reconcile the call charges. The Ombudsman also decided that the SP should make a goodwill payment to C in respect of the inconvenience caused and send a letter of apology for the shortfall in customer service.

## **2.9**

C agreed to transfer to another telephone service provider, but months after joining C had still not received a bill. C complained to the company in writing and over the telephone, but C remained dissatisfied with the response.

It was informally agreed that C should be sent a revised bill, apply a goodwill credit to the account, offer a payment plan and send a letter of apology.

## **2.10**

C agreed to a two new contracts with a mobile phone supplier on the basis that C would get a reduced tariff. However, when C received the bills, both accounts had been charged at the full tariff charge and had not been reduced as promised. C complained to the company and eventually the account and billing was corrected.

It was informally agreed that the company would apply a goodwill credit to each account and send C a letter of apology.

## **2.11**

C requested his account be cancelled and this was accepted by the SP. However, the SP continued to bill C following the agreed termination date of the account. C also identified various customer service issues.

The Ombudsman could see no reason why C should be liable for the charges and following the agreed termination date of the account and requested that the SP refund any monies paid following the agreed termination date. It also required that the SP write to C, apologising for the billing issues and level of customer service. In addition to this the SP was requested to make a goodwill payment.

## **2.12**

C states was charged incorrectly for services that were not received.

C states that a full explanation of what the problem was with his broadband service from the SP has not been provided.

C requested compensation in the form of flowers for partner.

SP has provided flowers to the complainant's partner and an explanation of the account history, to include goodwill credits.

The Ombudsman requires that the SP provides a further written explanation of the problems that originally occurred.

The Ombudsman requires that the SP makes a further goodwill payment.

## **2.13**

C states that charges applied incorrectly by SP.

SP has provided a refund of charges and a goodwill payment.

C is happy with the resolution offered by SP.

## **2.14**

C had a call limit on their account and thought that when their usage hit this amount service would be barred. The Supplier explained that the call limit is a guide and not to be used as a budgetary tool. C disputed the charges above the call limit and offered to pay the supplier up to the limit only. The supplier maintained C was responsible for the calls and requested full payment.

The Ombudsman accepted C was responsible for the calls in accordance with the Terms and Conditions of the contract. The Ombudsman required SP to ensure C's credit file was not affected by this issue.

## **2.15**

C lived abroad for a considerable amount of time and used a local SIM in their handset supplied by SP. C noticed they had not received calls or text messages on the SP handset so performed a test call. C contacted SP as the SIM and handset was not working. There was a delay in SP responding due to the time differences but when it contacted C it troubleshot the handset and it was determined by SP it was their old handset previously supplied by SP that had incoming speech problems. C requested several months line rental back as they were unable to use the phone for some time C discovered when they came back to the UK for a short time they had messages from seven months before. SP resolved the problem as soon as it was made aware so it could not justify crediting rental back. C was unhappy they were charged for the incoming call from SP due to International Roaming. SP offered to credit this back as a gesture of goodwill.

It was recommended SP provides a small rental rebate and maintain its offer to pay for call charges incurred as a gesture of goodwill

## **2.16**

C complained about a number of premium rate call charges being applied by SP. SP maintained the charges as correct as they had been knowingly made by someone with legitimate access to the service. However, C complained that SP was supposed to have a call bar in place, as agreed at the point of sale. SP stated it had no record of the contract, but C stated they were previously a customer of SP through a supermarket chain, with a call bar already in place. C stated they were promised this would continue.

The Ombudsman found there was a doubt about what was promised at the point of sale, SP was required to provide a full refund of the disputed call charges. This was to be sent with a letter of apology.

## **2.17**

C advises they had a dial-up service with SP. C advises they were misadvised over the amount they would be charged per minute. SP advises it has no record of C querying what they were being charged.

The Ombudsman found C had emailed SP and SP had referred C to its Billing Team. There was no evidence C had called it. It was found C had not familiarized themselves with what they were going to be charged but they had not been misinformed. SP was required to write to C advising they could transfer service without penalty but C was to remain responsible for the outstanding charges.

## **2.18**

C ceased an account with SP while traveling. C was advised that the account could be resumed on C's return. When C returned, SP set up a new account with a new telephone number. SP also billed C incorrectly. SP terminated the new account and set up a third account for C. SP applied termination fees and a reconnection fee. SP then began billing C for the original account (ceased when C went traveling). C sent numerous letters of complaint to SP but received no response.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required SP to:

- credit the outstanding balances on two accounts;
- send C the credit balance from the other account;
- send C goodwill payment;
- send C a letter of apology; and
- confirm that adverse information had been passed to the credit reference agencies as a result of the subject matter of this complaint, or, if it had, that it had been amended.

## **3.0 Broadband**

### **3.1**

C complained that SP delayed transferring calls for five months. C requested that SP compensate C for the calls charged by another provider. C also complained that broadband was not provided at the speed agreed. C claimed that SP had missold the service. SP said it had refunded C for half the calls charged. SP said that C's line cannot support the broadband speed C wants and it did offer to down grade but C declined this.

The Ombudsman said that the delay in transferring the calls was viewed as a service shortfall. With regard to the broadband issue the Ombudsman said that no provider can confirm what speed broadband can be provided at until the service is activated. As C's line cannot support the speed C wants then SP could not be blamed for this. The Ombudsman required SP to refund C for calls charged by another provider, allow the

broadband service to terminate without penalty, award a nominal goodwill payment and send a letter of apology.

### **3.2**

C's complaint is that C agreed to become a broadband customer of SP. Such service was to be provided free. C was given a 'go live' date but did not receive a password or user ID. C complains that C could not connect to the internet and C tried to call SP who did not return C's calls. SP made an award of £10 for the inconvenience suffered.

The Ombudsman agreed that the £10 was sufficient and did not propose any further action was required by SP.

### **3.3**

C was unhappy that bills continued to be issued for a modem and broadband service which was commenced in error. SP did not provide a response to the complaint.

As the service was not required, the Ombudsman requested that SP withdraw any charges and provide a goodwill gesture and apology due to the inconvenience caused.

### **3.4**

C was unhappy with the standard of the broadband service provided and that charges had been raised for an engineer visit incorrectly. The SP did not provide a response to C's concerns.

The Ombudsman requested that the SP refund any charges relating to the broadband service and provide C with a usable service. SP was also asked to provide C with an apology and goodwill payment in view of the problems with how the complaint was handled.

### **3.5**

C experienced a loss of broadband service. SP acknowledged the loss and offered a goodwill gesture as part of the PICC process.

This case was closed using the PICC process.

### **3.6**

C signed up with SP for telephone line and broadband at a later date. C says they did not receive any paper work and were not happy with the level of customer service received so contacted their previous service provider to go back to it. C received a large bill which contained an early termination fee. C complained about this but was advised

they had signed up to a 24 month contract, which was the case after being provided with call recordings.

It was recommended a letter of apology should be sent and a goodwill payment made in recognition of this but the early termination fee should be maintained.

### **3.7**

C reported an intermittent Broadband fault to SP. Four Engineers carried out tests, on four separate occasions, but without success. In addition, two Engineers did not attend two separate appointments. On occasions, the connection was too slow for Broadband connection to take place. It was only after a visit from a fifth Engineer that the problem was resolved. C spoke to many people in his attempts to resolve the issue but received no responses to his requests for callbacks or to his written correspondence. The Ombudsman recommended SP provide a written apology for the failure of SP to resolve the problem quickly, the poor customer service and for the inconvenience suffered. In addition, the Ombudsman suggested SP pay the sum of £20 for the missed appointments, calculated at £10 per appointment as two appointments were missed. The Ombudsman also required SP to calculate the refund to C for the time broadband was unavailable and refund C, and to reinstate a payment of £40 by way of gesture of goodwill for the delay, poor customer service and inconvenience.

### **3.8**

C ordered a package from SP which included a broadband service. The broadband could not be provided as C's line showed that there was already a broadband service on the line. C provided a Migration Authority Code which did not work. C asked to cancel the account and SP allowed this. C complained that SP had not confirmed that SP had not adversely affected C's credit history and complaining that expense had been caused in calls to SP. It was confirmed by SP that there had been no impact on C's credit history and offered a goodwill gesture to C.

SP was required to provide written confirmation that there has been no adverse impact on C's credit history and to provide a goodwill gesture in the form of a cheque.

### **3.9**

C took a contract with SP that included fast Broadband. C's broadband speed plummeted and disconnected at random. C also experienced problems with his landline with noise quality. C complained of poor customer service from SP.

The Ombudsman recommended SP undertake further investigations and diagnostic checks in relation to the broadband service and confirm the outcome in writing to C, confirm to C when it expected C would need to switch off the firewall off for the purpose of the checks and investigations and confirm when it can be switched back on. In addition SP should confirm in writing what checks have been undertaken, the findings and confirm the maximum speed which C's broadband will achieve and undertake

further investigations and diagnostic checks in relation to C's landline and confirm the outcome in writing.

### **3.10**

C took out phone and broadband services with SP. C received conflicting go live dates and there was a delay in receiving the modem from SP. C then experienced technical problems with the broadband and telephone services. SP has applied various credits to C's account to cover associated charges, and has offered a further goodwill gesture.

The Ombudsman commented that the technical issues appear to be unresolved. The Ombudsman has instructed SP to contact C with a view to discussing and resolving any outstanding technical issues C has. The Ombudsman was also satisfied with the goodwill gesture offered by SP, but insisted that a letter of apology was sent to C for the poor customer service provided.

### **3.11**

C signed up for a broadband service and did not get connected for a long period. SP did not reply to the Ombudsman. The Ombudsman found that C had experienced an unreasonable delay in service provision and not been shown a level of service normally expected.

The Ombudsman required SP to ensure that the broadband service is connected as a matter of urgency, and send out an engineer, without charge, if needed, ensure that C is not charged for the period the broadband service is not connected and credit this to the account (if any), offer C a goodwill, gesture by cheque or BACS and send a letter of apology for the service shortfalls highlighted in the report.

### **3.12**

C changed provider to SP to benefit from a package including landline and broadband services following a cold sales call. C was contacted SP to ensure the set up date and was given an order number and date. Following a failure by SP to contact C to confirm, C telephoned SP to try and discover what was happening but SP's advisers could not help. C then decided to cancel the service before it was set up due to the poor service received. SP then set the service up and C received bills. C then received a bill containing a termination fee and C was chased for payment. The service was then disconnected and C was left without this for months. After a failure by SP to contact C after attempts to resolve the matter C approached the Ombudsman service.

The Ombudsman considered that the service should never have been set up in the first place and even when it did the service received was poor and the supporting documents showed two accounts had been created. Both accounts were to be cleared and closed and any debt collection stopped. The customer service received had been poor and C had been left without a phone causing considerable costs to be incurred in trying to resolve the matter. As a result SP was to make a reasonable goodwill payment.

### **3.13**

C ordered a Broadband service with SP and SP failed to provide this facility within a reasonable timeframe. C complained to SP and was not responded to satisfactorily.

The Company has informed C that due to matters beyond its control it cannot supply this facility. It has offered a goodwill gesture for the cost of phone calls made by C and letter of apology plus booklet containing T& C's.

The Ombudsman considers the offers made as reasonable but requires a further goodwill gesture in recognition of shortfalls in customer service and a MAC code if C still requires moving to another provider.

## **5.0 Cancellation**

### **5.1**

C took out a mobile phone contract, but was very disappointed that some of the services did not work. C complained to the company and requested that the contract be cancelled without incurring any termination fees, but the company failed to address C's concerns.

It was informally agreed that the company would cancel the contract early, clear the balance on C's account, amend C's credit file and send a letter of apology for the shortfall in customer service.

### **5.2**

C decided to cancel accounts with a mobile phone company, but it continued to chase C for payment of monies that were not owed. The accounts were referred to a debt collection agency, but both were eventually cleared to zero and closed after C complained.

It was informally agreed that the company would provide C with a written assurance that the accounts had been closed, no adverse information had been entered onto C's credit file and all debt collection activity had been ceased. SP was also required to send C a goodwill payment and a letter of apology.

### **5.3**

C placed an order for SP's landline service and an engineer's visit was arranged. The engineer did not turn up. C contacted SP and it appears that the order was cancelled on

three more occasions. C has been without a service for seven months. SP submitted no case file.

The Ombudsman requires SP to refund the cost of mobile calls; re-instate the order; make a goodwill payment and send a letter of apology.

## **7.0 Credit Control**

### **7.1**

C complained that SP had continued to send bills for a mobile contract which had been cancelled. C had returned the bills unpaid and had added notes to explain that the account had been cancelled. SP had asked an Agency to recover the debt. C claimed to have paid the bill under duress but had then found that the details and an amount of claimed unpaid debt had been added to C's credit file. C had contacted SP and understood that the money paid would be refunded and details would be removed from the credit file. This had not happened and C wanted the credit file amending, an explanation of the charges claimed and for SP's failure to refund the money and correct the file. SP provided information to show that C had failed to pay the rental for the balance of the notice period and had also failed to pay the rental for a second mobile phone, which had not been cancelled.

The Ombudsman decided that SP had billed C correctly and the details on the credit file were correct so no further action was required.

## **8.0 Customer Service**

### **8.1**

C had difficulties in opening an account and being connected. C also identified various billing issues and difficulties being reconnected after being cut off. C also identified various customer service issues throughout the complaint. The SP did not provide a case file to assist the investigation

The Ombudsman requested that the SP send a written apology for the various issues identified by C and make a goodwill payment. In addition to this the SP was asked to contact C to investigate an actual financial loss claim.

### **8.2**

C was without service for six days and SP calculated the refund and applied it to the account along with a small goodwill payment. C considers that SP should make a larger compensation payment. C complained that SP dealt only with one part of the complaint.

The Ombudsman requires SP to send a written letter of apology.

### **8.3**

C had a current contract with SP and was telephoned on two occasions with a new product offer which was agreed. C subsequently received a letter stating they could not take advantage of the offer but with no explanation. C complained and it transpired the existing contract should expire before a new offer could be made. A letter was sent stating this but C did not feel this addressed the fact that SP had made the initial approach. The matter was referred to the Ombudsman

The Ombudsman stated that under the terms of reference commercial decisions to offer and then withdraw products could not be addressed. However there was a customer service issue in that C should not have been telephoned in the first place and so SP was to implement the actions it proposed which were to apologise and make a goodwill credit on the account. SP had also stated that it was willing to offer the product as C was now eligible and so C was to contact SP to confirm requirements.

### **8.4**

C requested that SP close C's internet account. SP confirmed to C this had been actioned but C realised emails to C's previous email address were still being accepted. C complained to SP in this regard and several occasions, but experienced little response and no resolution.

SP provided no case-file for the investigation and, therefore, although it was clear SP had confirmed the closure of the account, no explanation was provided as to why the emails were still being accepted. The investigation considered that C had experienced a shortfall in customer service from SP not only in relation to SP failing to fully closure the email account but also its poor responses to C's complaints. It was, therefore, proposed for SP to set up a message to block any further emails to the account and provide C with a goodwill payment and apology.

### **8.5**

C asked the SP to temporarily suspend their telephone account. C stated this was promised, but when they tried to reconnect the service, this was delayed and a new telephone number was provided. It was unclear why C experienced such problems, but it was clear that a poor level of customer service was provided throughout. The SP failed to provide any information.

C also complained about two bills which appeared to relate to advance telephone charges. It was concluded that a new contract may have been applied by the SP in error.

In resolution the SP was required to send a letter of apology, cancel the disputed balances in consideration of the problems experienced, confirm if the previous telephone number was still available, and offer C the opportunity of canceling the account without penalty.

## **8.6**

C states that SP has been unable to resolve Broadband connection problems and has charged a cancellation fee although this was agreed to be cancelled. C states that SP has not provided the goodwill payment as promised.

SP confirms that the cancellation fee should not have been levied and concedes that it has not provided the goodwill payment.

The Ombudsman requires SP to provide an increased goodwill gesture and a written apology.

## **8.7**

C advises they have been attempting to set up a Direct Debit for some months. SP acknowledges there has been a shortfall in updating C's account.

The Ombudsman required SP to set up a Direct Debit for C as a method of paying, apologise for the delay in doing this and award a gesture of goodwill in recognition of the inconvenience caused.

## **8.8**

C made a payment to SP via PayPoint but SP says this payment was never received. C has telephoned and written to SP regarding lost payment but has not had a response from SP.

SP has not provided any documentation to assist with the investigation.

The Ombudsman requested that the SP attempt to trace the payment and provide C with the outcome of its investigation. The SP was also requested to send a written apology to C for the level of customer service and make a good will payment.

## **11.0 Disconnection**

### **11.1**

C says that SP disconnected telephone line when daughter used the phone to request a new line at her address.

C says that SP has reconnected telephone with a temporary service on a new number and that no response has been provided to the complaint.

SP has provided no information to the Ombudsman.

The Ombudsman requires SP to provide a full written response to the complaint issues to include an apology for the shortfall in customer service.

The Ombudsman requires SP to reinstate C's old service, with original number if possible, and credit account with a goodwill gesture of £35.

## **12.0 Disputed Charges**

### **12.1**

C was unhappy with the charges were being made for a service C was no longer using, despite making regular contact with SP. SP later removed the charges and offered a goodwill gesture due to the lack of response to the complaint.

Although the charges had been withdrawn, the Ombudsman requested that SP provide C with a goodwill gesture as no response was provided to C's concerns.

### **12.2**

C agreed with SP to have a second line installed for broadband as it did not work on C's first line. The broadband service worked and so C requested that SP transfer first telephone number to second line and cancel the first line. Sp failed to do this and continued to bill C for both lines. C sent letters to SP but received no response. C requested a full refund, the number to be transferred and cancellation without penalty. SP failed to provide a case file.

The Ombudsman could not say why SP failed to transfer the number or cancel the first line. The Ombudsman was also concerned that SP failed to respond to C's complaint and letters. SP was required to refund C with all charges for the first line, transfer the first line number to the second line, allow C to cancel without penalty and to send a letter of apology.

### **12.3**

C cancelled broadband with SP. Several months later C noticed that SP had taken a payment from C's bank. On calling SP C was informed that the payment was due to broadband held to term charges. C disputed this charge and stated that when C cancelled SP failed to inform C of the held to term charges. In addition, SP failed to inform C of the charges prior to taking payment. C requested a refund of the payment

taken. SP said that C had been charged correctly as the broadband was a 12 month contract.

The Ombudsman examined the information provided and concurred that C was responsible to pay the held to term charges. However, the Ombudsman was concerned because there was no evidence to suggest that SP informed C of these charges when C cancelled and there was also no explanation for the three month delay before sending a letter informing C of the charges and taking payment. The Ombudsman required SP to award a goodwill payment in recognition of the service shortfalls received.

#### **12.4**

C agreed to receive a telephone service from SP, but an engineer's visit was required. C was charged a fee, but complained that SP had not advised that this would apply prior to the visit. C contacted SP on several occasions, but the charge was maintained.

It was informally agreed that the charge would be refunded, SP would apply a goodwill credit to C's account, provide information requested by C and send a letter of apology.

#### **12.5**

C was unhappy that charges had been applied for a cancelled internet service. C also had concerns that the internet service had been used fraudulently. The SP explained that the internet service had now been refunded, but had not investigated the transactions using C's internet service.

The Ombudsman considered that although SP had refunded the charges, it should provide a goodwill payment and apology in view of the delay in replying. The SP was also asked to investigate the transactions on the internet account.

#### **12.6**

C was a long standing mobile telephone customer of SP with two mobile plans. There had been problems regarding the handsets and so it was decided that these should be cancelled, especially as C was moving abroad in the near future. SP was notified of this by telephone but told C under the Terms and Conditions to write in giving one months notice. C claimed to have done this, moved abroad and then discovered the contracts had continued after receiving post from the old property. C had cancelled the direct debit some six weeks after notice of cancellation. C contacted SP who stated the cancellation had not been received. It offered a 50% reduction but this was declined.

The Ombudsman considered that SP should maintain its offer to C as evidence had not been provided to confirm the cancellation. An apology had been made previously for poor customer service.

## **12.7**

C agreed to receive different services from the supplier, but had difficulties with an intermittent broadband service. C contacted Technical Support and Customer Services about other complaints and sent letters and emails, but remained dissatisfied. C arranged to transfer all services to other providers and the supplier applied a disconnection fee to the account, which C disputed.

The Ombudsman concluded that C had received an intermittent broadband service, but this seemed to be partly due to the software and set up of C's equipment. Therefore, as C had transferred the broadband service away within the contract period, C would be liable to pay the supplier the disconnection fee. However, there was some evidence that the supplier should have dealt with C's complaint more efficiently and a goodwill credit was awarded, together with a requirement to send C a letter of apology. It was also recommended that the supplier change the layout of its invoices, as it was considered that more clarity of its charges and any credits should be provided.

## **12.8**

C complained that SP had continued to charge C for a dial-up internet service after C had upgraded to broadband. C stated that C had contacted SP on many occasions, but it had failed to close the account and charges continued to be added. SP said that customers were responsible for ensuring accounts were closed, and C had not given SP the necessary authorisation to close the dial-up account. It offered to clear all dial-up charges from the time C upgraded to broadband in an attempt to resolve the complaint.

The Ombudsman had concerns as the reasons why SP did not cancel the dial-up account when it was surely self-evident that it was no longer required. There was also evidence, though not conclusive, to show C was contacting SP to ask it to cancel the account, which SP had ignored. With these issues in mind, SP's offer was considered reasonable, and SP was required to carry it out.

## **12.9**

C disputed charges on bills from SP for an extension bell. C remained dissatisfied with SP's response and offer of goodwill. SP did not provide a case file.

The Ombudsman said that the onus was on the customer to read the bills when received and to dispute any charges with SP. C failed to do this for several years and so the Ombudsman could find no justified reason why SP should refund C for all rental charges. The Ombudsman noted that in similar cases SP's would refund up to six years rental. In this case the goodwill offer exceeded this amount. The Ombudsman required SP to honour its goodwill offer and credit the account.

## **12.10**

Domestic Customer – Disputed charges - Error with account

The complainant was surprised to receive a bill setting out that the complainant was a new customer when the complainant had been with the company for some time and had recently paid up the account. The complainant complained about this to the Service Provider but the complainant was unable to resolve the situation and letters the complainant sent went unanswered. The complainant complained to the Ombudsman.

The Ombudsman was of the opinion that a systems error had occurred with the complainant's account and she directed the Service Provider to close the new account and ensure that the complainant's previous account was restored.

The Ombudsman also commented that there had been shortfalls in customer service arising from the error with the account and the failure of the Service Provider to provide an adequate and appropriate response to the complainant's complaint, and hence, the Ombudsman directed the Service Provider to make a goodwill gesture to the complainant and to send a letter of apology.

### **12.11**

C transferred a dial-up service to SP's broadband service but SP continued to bill C for the dial up service. C called SP many times and sent a letter to the Complaints Department. SP had charged C for the service for six months. SP supplied no case file.

The Ombudsman required SP to refund the charges for the dial up service; cancel the service and make a goodwill payment.

### **12.12**

Domestic Customer - Linked accounts - Disputed charges.

The complainant closed an account with the Service Provider and opened a new account. The Service Provider began to send the complainant bills and correspondence showing both the old and new account numbers. The complainant was concerned that the Service Provider was operating two accounts and complained about this to the Service Provider. The Service Provider advised the complainant that only one account was operating but it failed to answer queries the complainant raised as to why there were two account numbers and where the complainant's payments had been going. The complainant complained to the Ombudsman.

The Ombudsman noted that the two account numbers had been linked together which gave the false impression that two accounts were operating when correspondence had been sent to the complainant. The Service Provider provided the Ombudsman with detailed information about the payments the complainant had made and where they had been allocated. This information satisfied the Ombudsman that although inconvenience had been caused by the confusion over account numbers, the complainant's account was being properly managed.

The Ombudsman felt that there had been a shortfall in customer service in the Service Provider using the two account numbers and in recognition of this the Ombudsman directed the Service Provider to maintain a goodwill gesture it had offered, when it accepted that a shortfall in customer service had occurred.

### **12.13**

C says that SP agreed to refund cost of line installation in respect of Broadband services.

SP agrees with Cs account and a resolution has been agreed on this basis.

### **12.14**

C contacted SP and requested cancellation of broadband. SP provided C with a MAC and order went ahead. C paid final bill. C then received a further bill with a broadband charge. C contacted SP and complained. SP apologised and advised it would deal. Charges continued and C wrote to SP in order to gain resolution.

SP advised it has now resolved with C. SP provided a letter which agrees to stop the charges and clear the account balance. Letter confirms SP has removed all details from promotional mailing and calling to make sure that no contact is made to C from SP sales or agencies requesting payment.

PICC - billing

### **12.15**

C has problems with service received from SP and contacted it regarding the same. However, the SP charged for the calls resulting in a large bill. SP resolved this matter prior to investigation.

### **12.16**

C placed bids on the SP's call credit auction and amassed a considerable credit balance. C considered that should C leave service with the SP then the credit balance should be refunded in cash

It was clear that the auction was for call credit and not to amass a monetary cash balance. However, the Ombudsman considered it to be unreasonable that the C would lose money should C cancel the service prior to using the credit.

The Ombudsman therefore required the SP to refund any cash payments made for credit not used should C decide to leave the service.

### **12.17**

C claimed agreed to a contract with SP for a certain monthly rental. C's first bill charged twice the amount agreed. C complained to SP but remained dissatisfied with its response. SP said that C had agreed to contract and the contract term and handset C agreed to was not a part of the offer for six months half price line rental. Sp provided evidence to substantiate this. SP said it had offered C a goodwill payment equivalent to six months half price rental but C had declined. SP had also suspended the bills for three months and offered not to charge rental for these three months.

The Ombudsman said that as the agreement was made face to face then it could only be surmised that a misunderstanding had taken place. The Ombudsman said that based on the information provided, SP's offer was fair and reasonable. SP was required to honour the proposed goodwill and rental reduction and send C a letter to confirm its actions.

### **12.18**

C was unhappy as the SP had stopped the broadband service provided and charged C for the duration of the contract. SP explained that it had received notification that C's line would cease and therefore under its Terms and Conditions, the service would be terminated and charges for the full contract levied.

The Ombudsman considered that C was liable for the charges under the Terms and Conditions, but recommended that C obtain information to allow further investigation surrounding the ceasing of the line. Further information confirmed that the service had been stopped in error and therefore SP were asked to withdraw charges. The SP was also asked to provide C with an apology and goodwill payment in regard to shortfalls in customer service.

### **12.19**

C agreed to a package to include the landline and broadband services supplied by SP. C left the previous supplier but was charged a cessation fee. The commencement of supply was delayed and SP stated that the landline was active. It stated that the broadband was active but there had been a delay with the sending of a welcome pack to include the modem. C had continued to complain to SP but on forwarding the modem SP stated that it had been having trouble contacting C to check whether the service was working. On complaint to the Ombudsman there was a small amount outstanding on C's account and although C stated the original package was still wanted the direct debit payments had been cancelled.

The Ombudsman considered that there had been a delay in providing the full service but it was unclear as to whether the landline issue had been resolved early on and whether the remaining dispute was in relation to the broadband. However as C had wanted the whole package it was treated as such and so SP was to contact C, within the times requested, to check whether the service was fully operational and find out if C wanted to continue with it. Where C decided to cancel the agreement all termination fees were to

be waived as the full service had not been provided. SP was to clear the account of the outstanding charges as a gesture of goodwill.

### **12.20**

Business Customer – Transfer of service from Residential to Business.

The complainant agreed to the transfer of telephony services from a residential one to a business one, but then received bills with higher charges and a temporary disconnection of service. The complainant sent letters of complaint to the Service Provider but did not receive a response to them so the complainant complained to the Ombudsman.

As the Service Provider was unable to provide evidence confirming what had been agreed at the point of sale the Ombudsman came to the conclusion that the Service Provider should revise charges to meet those the complainant stated had been agreed, and to withdraw an early termination fee it applied to the account when the complainant cancelled the account due to the problems the complainant faced.

### **12.21**

Domestic Customer - Failure to cancel account

The complainant asked the Service Provider to cease the telephone service, but the account remained active and the complainant continued to be billed. The complainant complained to the Service Provider on many occasions, but no action was taken.

Following the complainant bringing a complaint to the Ombudsman, it was informally agreed that the Service Provider would cease the account and send the complainant a final bill. The Service Provider also agreed to send the complainant a goodwill gesture for the inconvenience caused and a letter of apology.

### **12.22**

C ordered services from SP and it made mistakes with the order. As a result C did not get the services on the agreed date and this caused problems for C as these services were required for business use. SP also supplied the complainant with the wrong package. C raised these issues with SP and it conducted an investigation. While this investigation was taking place C's services were disconnected for non payment of bills even though SP had stated that the account was on hold pending the results of the investigation. SP offered rebates for the loss of service but would not accept responsibility for the delays in providing the service.

The Ombudsman considered that SP was responsible for the delays and had disconnected C's services in error causing further problem for the complainant. The Ombudsman required SP to make a gesture of goodwill to C in recognition of the shortfalls in customer service.

### **12.23**

C took out a mobile phone contract with SP. C received a high phone bill, including charges for calls to the SP in attempting to resolve faulty service. The C contacted the SP to pay the bill but was advised that it had increased, despite service being disconnected for several weeks. C attempted to resolve this issue via the telephone but it remained unresolved. The SP however resolved this case prior to investigation proceeding.

### **12.24**

C received an invoice from SP with a charge which was disputed. SP accepted that a billing error had been made, cleared the amount and offered a goodwill gesture payment for any inconvenience caused. The Ombudsman found that C had been inconvenienced with regards to being incorrectly billed and poor reply to contacts made. The Ombudsman was satisfied that the remedy offered by C was reasonable under the circumstances.

The Ombudsman required SP to maintain the goodwill gesture payment, by cheque or BACS, also confirm that the disputed amount is not owed by C in writing, confirm that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology for the service shortfalls highlighted in the report.

### **12.25**

The C requested a telephone service, however the SP billed the C for the service prior to connection being made. C paid the bill, however the SP sent conflicting information with regard to payments due, which resulted in the service being terminated. The Ombudsman required the SP to reconnect the line without charge, to send a full letter of apology and to make a goodwill payment in recognition of the shortfall in customer service.

## **13.0 Equipment**

### **13.1**

C contacted SP as there were no lights on the modem. SP explained that it could be an issue with double filtering and arranged to call C back. This did not happen, but C was informed that a new router would be ordered and sent out. However, C never received the new equipment and after the SP investigated it was identified that it was never ordered.

It was informally agreed that the company would apply a goodwill credit to C's account, refund some line rental, send a new router and set up Direct Debit payments, as

requested. SP was also required to contact C to ensure that the new modem worked and send a letter of apology.

### **13.2**

C disputed charges following an SP engineer's visit believing the fault to be on SP's equipment. C wrote many times to SP and it failed to respond. SP acknowledged that its complaints process had not worked effectively in this instance.

The Ombudsman requires SP to provide a letter of apology for the shortfall in customer service in relation to the failure of the complaints procedure; to refund 50% of the disputed charge; and to make a goodwill payment of £30.

### **13.3**

C had a problem with the phone line. SP sent an engineer who advised the fault was with equipment not supplied by SP. An engineer responsible for the faulty equipment advised that there was no fault with the equipment and the fault lay with a filter installed by SP. SP sent C a bill for the engineer's call out charge. C disputed this.

The Ombudsman directed that SP should cancel the charge and confirm cancellation in writing.

## **14.0 Faults (Equipment)**

### **14.1**

C complained that the phone service their club was receiving was appalling. C said that telephone line were lain across grass and not buried deep enough and that the exposed cables meant that they had severe problems, such as intermittent calls, no calls and calls just one way. The SP came out on several occasions and sent C very large bills for repair. C said that the repairs were only temporary and that they still had the problems and that the service was not good enough.

The Ombudsman decided, that as the SP failed to provide any evidence to the contrary, that what C was saying did not seem unreasonable. The SP was required to refund all engineering costs and to visit the site to survey and repair any faults.

### **14.2**

C contacted SP as there were no lights on the modem. SP explained that it could be an issue with double filtering and arranged to call C back. This did not happen, but C was informed that a new router would be ordered and sent out. However, C never received

the new equipment and after the SP investigated it was identified that it was never ordered.

It was informally agreed that the company would apply a goodwill credit to C's account, refund some line rental, send a new router and set up Direct Debit payments, as requested. SP was also required to contact C to ensure that the new modem worked and send a letter of apology.

### **14.3**

C experienced a loss of service and complained to SP. SP explained that it had conducted various tests which showed that C's internal wiring was at fault. The Ombudsman was satisfied with the tests carried out by SP and concluded that C's internal wiring was the most probable cause for the connection problems.

The Ombudsman required SP to offer penalty free cancellation if C so chooses and send a letter of apology for the service shortfalls highlighted in the report. Or alternatively if C wishes to remain a customer to make a goodwill gesture credit to the account and send a letter of apology for the service shortfalls highlighted in the report.

### **14.4**

C requested report from SP. SP did not provide for several months. C also requested clarification as to how to pay an outstanding payment and asked SP to confirm a credit on the account which had been agreed.

The Ombudsman recommended SP send a counterfoil to C to pay the outstanding balance and confirm in writing the credit has been applied. The Ombudsman also recommended SP provide a written apology for the time taken and frustration caused and pay £25 as a gesture of goodwill for the shortfall in customer service.

## **15.0 Faults (Line)**

### **15.1**

C states that an engineer from SP disconnected telephone line but could not reconnect line with new service. C states that this caused an extended period of being unable to accept credit card payments on busiest day of year. C states that this caused a loss in revenue to business.

The Ombudsman identified that the SP had offered to provide one quarter's line rental as a good will gesture and requested that the SP reinstate this offer. It also requested that the SP consider an actual financial loss claim for the period in question. In addition to this the SP was requested to send a written apology for the level of customer service.

## **15.2**

C states that SP took a substantial period of time to diagnose and resolve a problem with the telephone line. C requests further compensation in respect of the inconvenience caused.

SP states that a substantial amount of compensation has already been provided to C.

The Ombudsman requires SP to provide a further goodwill payment to take account of the inconvenience and costs involved in C attempting to resolve this complaint.

## **15.3**

C had problems with broadband connection for eight months and in addition to this had problems with his voice line for 1 month. C complained to SP who resolved the issues and explained why it had taken so long. SP made a goodwill offer to C but this was rejected as C wanted a higher value.

The Ombudsman accepted that the time taken to resolve this complaint had become protracted but agreed that the offer made by the SP was acceptable. It required the AP to reinstate this offer and send a written apology to C.

## **15.4**

C had broadband and telephone service with SP. C experienced several faults with service. C contacted Ombudsman. Ombudsman requested case file from SP who then approached C and offered a resolution which C was satisfied with. No further action required by the Ombudsman.

## **15.5**

Domestic/Business Customer – Loss of Service and Damage to Property.

The complainant experienced a delay in the provisioning of broadband and then over a period of eight months experienced three losses of all telephony services. In addition to the loss of service, workmen working for the Service Provider caused damage to the complainant's property. The complainant wanted considerable compensation from the Service Provider but it would not fully meet the claim. The complainant complained to the Ombudsman.

The Ombudsman commented that the complainant had not been able to provide quantifiable evidence in support of a claim for actual financial loss and in the opinion of the Ombudsman the offer the Service Provider had made was fair and reasonable in the circumstances. The Ombudsman also noted that the Service Provider had agreed to meet the cost of the repairs to the damage caused by the workmen.

The Ombudsman rejected the complainant's request for considerable compensation and concluded the complaint by directing the Service Provider to meet the offers it had made.

## **15.6**

C reported a fault on C's telephone line to SP, and an engineer visited C's property and reported that the fault was with the line and not C's equipment. After the engineers visit, C reported that the fault escalated and C experienced long periods where the line went dead. C repeatedly reported this to SP but no action was taken. SP sent a letter to C saying that the problem had now been resolved, but C assures that the fault has not been fixed.

The Ombudsman noted that the SP had charged C for the engineer visit, and that the problem had not been resolved. The Ombudsman concluded that based on the balance of probabilities, the visit would not have been chargeable. The Ombudsman instructed SP to refund the call out charge as a gesture of goodwill as the problem persisted. The Ombudsman also decided that SP should arrange a visit from an engineer to identify the problem. The Ombudsman also decided that SP had provided a shortfall in customer service, and should credit C's account with a goodwill gesture and send a letter of apology.

## **16.0 Financial Loss**

### **16.1**

C complained that landline was delayed by one day and broadband by five days when C moved office. C sent letters to SP to claim compensation but C received no response. C required SP to award the Ombudsman's maximum compensation award. SP failed to provide a case file.

Without a case file the Ombudsman could not say why C's services were delayed. The Ombudsman required SP to send C a compensation claims pack for the landline services. In relation to the broadband, it was evident that the terms and conditions of service advised that Sp held no liability for business loss. The ombudsman also noted that C had not provided any evidence of losses. The Ombudsman therefore required SP to award a nominal goodwill payment and send a letter of apology.

## **18.0 Information Disclosure**

### **18.1**

C was unhappy information regarding call charges appearing on SP's website. The SP provided information confirming where the information could be found, however, C remained unhappy.

The Ombudsman deemed that the information was available to customers, but asked SP to consider making it more prominent.

## **19.0 Installation**

### **19.1**

C was unhappy that the telephone service was not provided despite placing an order and supplying a deposit. SP did not respond to C's request and remains without a telephone service.

The Ombudsman requested that SP should provide a credit for the lack of service and supply the service requested. SP was asked to provide goodwill gesture and apology due to the inconvenience caused and additional costs incurred.

### **19.2**

C states that SP did not provide the services required.

SP states that C did not allow enough troubleshooting to take place to resolve problems.

The Ombudsman requires SP to maintain its offer to alter the contract end date to allow cancellation without penalty and to refund service charges and cost of calls to help desk.

### **19.3**

C had to move to temporary accommodation due to personal circumstances. C requested SP provides a temporary telephone line and applies their original telephone number to this. SP did not connect the telephone line for five days, therefore C experienced a delay in connection. Once the telephone line was connected it was apparent a different telephone number was allocated. SP says the telephone number was stuck on one of its systems and was unable to allocate this at the time but confirms the number was still reserved for C. C wrote several letters and only received one reply. C also complains at the amount of time they were on the telephone to BT and the lack of ownership it took. C states they needed the line for business purposes but as there is no evidence they are paying business rates, business losses could not be investigated. C required a large amount of compensation but this was not proportionate to the complaint. SP offered to make a goodwill payment but this was rejected by C

It was recommended SP provides the initial telephone number, to maintain its offer of a goodwill gesture, to make a further goodwill payment to reflect the shortfalls in customer service and to send a sincere letter of apology for the shortfalls experienced.

#### **19.4**

C complained that the company delayed in providing a working service and shortly after connection disconnected it. C complained but the company failed to investigate or respond. C complained again and the company arranged for an engineer's visit, but they failed to attend. C was without a telephone service for many weeks and incurred mobile phone charges as a result. C was also not provided with any bills after the first one and was chased for a payment that had already been completed. As the company provided no comment or case file there was no reason to doubt C's explanation of events.

The Ombudsman decided there had been very poor customer service for C which could have been avoided. It was required to make a full written apology, with an explanation of the delays and for the disconnection; make a goodwill payment; allow C to transfer away without incurring a penalty fee; and provide an itemised bill to show all account activity to date.

#### **19.5**

C complains that SP accessed C's property without permission and resited cabling in an inappropriate location. C complained that SP left dust and dirt on a vehicle parked in the driveway. C raised this complaint and SP failed to investigate in a timely manner. SP acknowledges that C should receive a goodwill payment and an apology for the inconvenience.

The Ombudsman requires SP's to provide a letter of apology for the shortfall in customer service, delays experienced and accessing the property without permission; to provide an explanation about why the work was required and to make a goodwill payment.

#### **19.6**

C was unhappy that the telephone service was not provided despite receiving assurances that an order had been placed. SP acknowledged that delays had been caused due to the engineer visits being unable to be kept. SP proposed to provide C with a goodwill gesture due to the delays experienced,

The Ombudsman requested that SP should provide a credit for the lack of service. SP was asked to provide an additional goodwill gesture and apology due to the inconvenience caused and additional costs incurred.

#### **19.7**

C moved house. C did not receive a final bill for the old address, or any bills for the new address. C received several go live dates but the service was not provided. SP did not have C's details on its systems when C called it. C called and wrote to SP but no resolution was found.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required SP to ensure that the line is provided to C as a priority and credit the cost of all telephone calls C made to it, apply a credit to C account equivalent to the unused line rental at the previous address, apply a goodwill credit for the delay in sending a final bill for C's previous address and ensure all information was updated on SP's systems.

## **19.8**

C had supply of Broadband with SP. C claimed that the SP had sold the Broadband on the basis that it was free, but the SP denied this. The C claimed to have evidence that the Broadband was sold as a free product. The C wrote several recorded delivery letters to SP, some of which were not responded to.

The Ombudsman did not consider that there was evidence to suggest that the SP had mis-sold the product to C. She required that the SP make a goodwill payment and written apology to C for its failure to respond to C's correspondence.

## **21.0 International Roaming**

### **21.1**

C complained that SP failed to activate their account for use abroad. C complained that when they arrived they were unable to use their phone. Upon returning home C complained to SP, but SP stated there was no reason for the lack of a service as the roaming access had been activated and C should have been able to make and receive calls. SP offered a goodwill gesture but this was rejected by C.

The Ombudsman considered the problems C had faced were down to matters beyond SP's control and that the goodwill gesture was proportionate, i.e. to make a credit to cover some line rental charges.

## **24.0 Mis-selling**

### **24.1**

C complained they had been mis-sold a service and had been informed mobile calls were included in the contract. C also complained of broadband connection problems. C

complained of payment issues and service restriction. C requested cancellation without penalty and compensation. SP said that its call plans have never included free mobile calls. The sale was made face to face with a third party and so it could not be known what was discussed. SP said its welcome pack did clearly advise what was included. SP said C had only called it to report problems with broadband three times and on each occasion refused to allow SP to troubleshoot. SP said that C failed to make a payment on several occasions and so the service became restricted. SP had allowed C to cancel without penalty.

The Ombudsman said there was no evidence to substantiate C's claim of being mis-sold and surmised that a misunderstanding may have taken place. However the welcome pack C received did inform C what was included in the call plan. In relation to broadband the Ombudsman concurred with SP in that there was no evidence to suggest that C allowed SP to troubleshoot. In relation to payment, it was also evident that C had failed to make payment on several occasions. The Ombudsman was satisfied that SP had not done anything wrong as noted it had already cancelled the service without penalty. The Ombudsman required no further action from SP.

## **24.2**

C agreed to a contract with SP and received a free handset as part of the agreement. C was advised that C would be able to return the handset within a cooling-off period and cancel the contract without penalty. C returned the handset within this period but SP refused to accept the return as, contrary to the returns policy, C had used the handset. C complained to SP but SP maintained its position.

From the evidence and information provided for investigation, it was considered that SP had provided C with all the necessary information for retuning the handset. It was clear that retuning a used handset would not be acceptable. However, in order to seek an agreeable resolution, it was proposed for SP to provide C with a refurbished handset, subject to stock.

## **24.3**

Business/Residential Customer – Loss of Service on Migration.

The complainant enquired about a broadband service and the Service Provider assured the complainant that such a service could be delivered. However, the complaint already had a split line and when the Service Provider attempted to provision broadband a total loss of service took place. Service was restored after two weeks and the complainant requested compensation from the Service Provider for business losses. The Service Provider considered the claim and agreed to make such an award, but the award was not acceptable to the complainant, and hence, the complainant complained to the Ombudsman.

The Ombudsman considered all the evidence and came to the conclusion that given the relatively short length of time the complainant went without a service and the level of inconvenience and potential business losses, that the offer the Service Provider had

made was a reasonable and fair one. The Ombudsman concluded the case by directing the Service Provider to maintain the offer it had made.

#### **24.4**

C stated that SP had set up an upgrade without authorisation. SP did not reply to the Ombudsman. The Ombudsman found that C had been set up without his authorisation as there was no counter evidence from SP to support its position on this matter. The Ombudsman found that C was not shown a level of service normally expected.

The Ombudsman required SP to make a goodwill gesture payment, by cheque, for the distress, unauthorised account set up and goodwill, confirm in writing to C that no adverse data has been sent to any credit reference agency as a result of this episode, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report.

#### **24.5**

Domestic Customer – Mis-sold Plan and dispute over charging

The complainant changed telephone Plan and was alarmed to find charges were actually higher than had been explained. The complainant was also concerned about a restoration of service charge that had been applied to the account, when no disconnection had occurred, and with other charges that had been applied to the account. The complainant sent letters of complaint to the Service Provider but these went unanswered so the complainant complained to the Ombudsman.

The Ombudsman required the Service Provider to look into the concerns the complainant had raised about the change in the Plan and if the complainant would have benefited from remaining on an existing Plan to give the complainant an opportunity of reverting back to it and refunding any excess charges. The Ombudsman also directed the service provider to explain how the other disputed charges had come about and to carry out any revised billing.

The Ombudsman also commented that there had been a shortfall in customer service arising from delays in the Service Provider responding to letters of complaint that the complainant had sent and to redress the inconvenience arising from this, the Ombudsman directed the Service Provider to make a goodwill gesture to the complainant.

## **28.0 Payments**

### **28.1**

C set up mobile phone contract with SP and had to supply a refundable deposit. C disputes receiving refunded deposit via cheque. SP states it was sent to the last known billing address. C advises this was a previous address and informed SP of new billing address. SP disputes this. C states contacted SP on several occasions to resolve matter. SP did not call back C or respond to letters.

The Ombudsman required SP to make a written apology, reissue the cheque, and make a goodwill gesture.

## **34.0 Service Transfer**

### **34.1**

C had a telephone and broadband service with SP and found that the telephone service had been transferred away from SP without C's knowledge. C investigated and that that another provider was responsible for this action, but complained to SP that it had continued to charge C for that same service. C also complained to SP that despite C's ongoing monthly payments to it for the broadband service (which had not been transferred), SP referred the matter to a Debt Recovery Agency and continued to chase C for payment of an outstanding balance.

The evidence provided for investigation confirmed that the other provider had transferred C's services away from SP in error. In addition, there was no evidence to suggest that SP had incorrectly charged or billed C for the same services. It was discovered, however, that C had several other accounts with SP all with outstanding balances and it was those accounts which were being pursued by the Debt Recovery Agency. As those accounts did not form part of the investigation, no comments could be made on the validity of the charges. However, as it was clear C had received a shortfall in customer service from SP in relation to its lack of response to C's complaint, it was proposed for SP to provide C with a detailed breakdown of those accounts and charges, and also provide C with a goodwill credit and apology.

### **34.2**

C attempted to transfer a telephony service to SP but experienced problems in doing so. SP accepted that an administration error had occurred which chased the account to set up with a different number. The Ombudsman found that C had been inconvenienced with regards to the errors and with attempting to contact SP to get the transfer corrected.

The Ombudsman required SP to make a goodwill gesture payment for the service transfer problems, incorrect billing, incorrect Call Feature charge, poor customer service and goodwill,

Ensure that all refunds due have been completed and send a letter of apology for the service shortfalls highlighted in the report.

### **34.3**

C changed telephone providers and received a cancellation fee. C disagreed with this fee and felt that no fee should be applicable.

The Ombudsman could see no reason why C should not be liable for the charges and no further action was required of the SP.

### **34.4**

The SP migrated C's account but it was not done correctly. C incurred call charges through their previous provider. C disputed the charges and requested a credit from the SP. The SP confirmed an error had occurred but failed to credit the charges. C experienced a poor level of customer service.

The Ombudsman was concerned with the SP's action and that it had failed to resolve C's complaint. The Ombudsman was without doubt that a shortfall in customer service had occurred. The Ombudsman required the SP to recalculate C's bills and credit the difference in call charges incurred from the previous provider. The SP was also required to make a goodwill payment and write a letter of apology.

### **34.5**

C became a customer of SP for telephony services and although the service went live, C experienced problems with receiving a bill from SP. C contacted SP on numerous occasions but did not receive a bill for over 18 months. In addition, C also found that SP had taken numerous Direct Debit payments from C within one week, causing C to go overdrawn. C made an indemnity claim via C's bank, but was unhappy with the amount C had been refunded via SP. C complained in writing to SP but did not always receive a response.

For investigation, SP acknowledged its billing error but provided an explanation and also confirmed this had since been rectified. SP also confirmed the actions it had taken in this regard and the investigation was satisfied with this. However, it was clear that C had experienced further shortfalls in relation to the incorrect Direct Debit payments being taken and it was established that the credit balance remaining on C's account was valid. Therefore, it was proposed for SP to allow C to use this credit balance to offset any account charges and also provide C with a goodwill payment and apology.

## **35.0 Stolen/Lost**

### **35.1**

C had reported stolen mobile phone to SP. C reported these 2 weeks after it had been stolen and found out that there were was usage on this not proper to C. SP failed to deal with this to the satisfaction of C

The SP has been unable to resolve to customers satisfaction

The Ombudsman considered that SP has dealt with this in a fair manner and require SP to set up payment plan and advise C in writing.

## **36.0 Tariffs**

### **36.1**

C complained that the package C agreed to with SP was not the package C was billed for. In addition C had not agreed to a 12 month contract but SP said C had. C called SP and sent letters of complaint but received no resolution or response. SP admitted that in error C's account was switched to a contract term. It advised it had however credited C's account with the difference in rental. SP also admitted that C had received poor customer service.

The Ombudsman was concerned with the errors caused by C and was also concerned that SP failed to provide a resolution or respond to letters received. The Ombudsman required SP to remove the 12 month contract, refund C with any overcharges, award a goodwill payment and to send a letter of apology.