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1.0 Auto Diallers

1.1

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

The Ombudsman considered SP's actions were appropriate and recommended C accept the offer made in full and final settlement.

1.2

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

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems. No further action was required from SP.

1.3

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

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems. No further action was required from SP.

2.0 Billing

2.1

C advised SP of a change of number but SP failed to apply the service package to the new number. C complained that this had resulted in overcharging and on investigation SP found this to be true. However, despite applying a credit to the account to cover the difference in charges, SP received complaints from C. C claimed that additional refunds were due but SP denied this. C sent written complaints to SP but did not receive a response. SP claimed that the letters had not been received.

The Ombudsman was unable to identify the receipt of letters from C but she considered it unlikely that all letters had gone astray. SP was required to address its procedural issues. The Ombudsman was of the opinion that SP had addressed the initial complaint

and she did not require any additional refunds to be applied to the account. A small goodwill payment was required, however, to address the delay and inconvenience experienced by C prior to the change of service provision.

2.2

C swapped his line provider and assumed that it would still be possible to use a Carrier Pre Select service. However, this was not the case and C received bills from SP which included call charges. C complained by telephone and in writing, but SP failed to adequately respond. C also raised a billing query about the line rental charge. As C was in arrears, the line was suspended and C complained again.

The Ombudsman concluded that SP had correctly charged C for the calls, but had failed to clearly explain this to C. SP also failed to respond to correspondence, so a goodwill credit was awarded. SP was required to check its billing and provide C with a letter of apology.

2.3

C contacted SP to confirm that C was moving address. SP provided services at the new address, but failed to disconnect the old service and continued to take direct debit payments from C and send bills and demands for further payment. C contacted SP by telephone and sent letters to SP, but they remained unanswered for over three months. SP did eventually respond, but it did not fully respond to C's complaint.

The Ombudsman required SP to recalculate C's account and provide a refund to C for the amount C had overpaid. SP was also required to provide C with a goodwill gesture, a reassurance that C's credit rating had not been affected and a letter of apology for the poor customer service received.

2.4

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

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

2.5

C was making payments to SP and closed an account, but SP continued billing. It eventually referred C to a collections agency, but this was recognised as an error. C called and wrote on numerous occasions but was not responded to.

The Ombudsman considered C had received poor customer service and required SP to apologise and make a goodwill payment. She also required SP to ensure no adverse information was held on C's credit reference.

2.6

The Ombudsman concludes SP failed to provide a satisfactory level of customer service on this case. As a result of SP's failure to recognise that C's account was on quarterly billing meant it administered the case incorrectly. The result of this error was C's service was the suspended on three separate occasions, and C suffered inconvenience and worry especially whilst on holiday abroad.

The Ombudsman recommends SP reviews its training plan to include the issues when a customer is on the quarterly billing scheme.

The Ombudsman notes SP has apologised to C for the problems it caused however considers it is not obliged to make compensatory payments as C requested. However the Ombudsman welcomes SP's goodwill offer of six months line rental and the refund of the cost of the handset and considers it reasonable redress.

2.7

C was receiving a mobile telephone service from SP when C decided to change to another service provider. C changed providers in August but continued to receive billing invoices two months later. C ignored the billing and as a result SP initiated debt recovery action which then brought about a default entry on C's credit reference file. C complained to SP and SP decided to credit C's account with the outstanding charges and close it. C then wanted the credit reference entry removed and considerable compensation from SP for the damage done to C's reputation and business prospects. SP told C that it had acted correctly and therefore could not accede to C's request.

The Ombudsman noted that C's account history showed that C had only paid outstanding invoices up to the month preceding the cancellation of services. C must therefore have owed charges on the account. The Ombudsman noted that SP had sent C letters asking for the balance to be paid but C had ignored these and the debt recovery and default entry had then followed. The Ombudsman was satisfied that there was an outstanding balance on C's account and it was C's action in failing to pay it that brought about the credit reference default entry. The Ombudsman could see no wrongdoing on the part of SP, the credit reference entry was right and C was not entitled to compensation.

2.8

C contacted SP disputing charges raised on the account. C added that a poor level of customer service was experienced from SP. SP maintained the charges as correctly raised but acknowledged that letters of complaint went unanswered.

On the balance of evidence provided, the Ombudsman was satisfied that C, after downgrading to PAYG after setting up broadband, then went back to using the PAYG number after cancelling the broadband package, and this is where the disputed charges were raised. However, it is clear that upon contacting SP, C was mis-advised and did not receive a level of customer service normally expected. C has also been inconvenienced greatly in this case due to advice given by SP advisors.

Therefore, the Ombudsman does not consider it unreasonable for SP To clear 50% of the disputed charges for C's poor experiences, along with a letter of apology. SP should also send C a full and detailed breakdown of the charges to reduce any remaining confusion, clearly setting out which account they relate to.

2.9

C contacted T disputing late charges raised on the account and added that a poor level of customer service was received upon complaining to T. T maintained the charges as correct and stated that due to a system error they were not calculated initially, and charged back to a three month period in line with Ofcom's Metering directive.

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

On the balance of evidence provided, the Ombudsman was satisfied that the disputed charges raised by T were warranted and accountable to C. She was satisfied that the delayed billing was due to a system error. The Ombudsman believed that to add clarity to this issue T should send C a full breakdown of the re-calculated charges to reduce any remaining confusion for C. For the shortfall in customer service, T should offer C a credit for the overall poor experiences to date along with a full apology.

2.10

C entered into a 12 month contract with SP for mobile phone services and services were provided. A short time after services commenced C's line was suspended. C enquired with SP the reason for this and was told that the credit call usage quota had been exceeded and to have service reinstated C would have to meet the outstanding balance. C did this but a short time later C's service was again suspended for the same reason. C told SP that SP had breached the contract as SP had not pre-warned C of its intentions to suspend services. SP explained to C that the terms and conditions of the contract covered for this eventuality. C did not agree and demanded that the contract be cancelled without penalty. SP would not accept this and applied early termination fees to C's account.

The Ombudsman concluded that whilst it may have been appropriate for SP to inform C of C's credit call usage quota, there was nothing in the contract that stated SP must do this. The terms and conditions of the contract allowed SP to suspend services once the quota had been exceeded and SP had simply done this. The Ombudsman decided that if C wanted to cancel the contract SP would be within its rights to apply the penalty. The Ombudsman further concluded that SP need not take any further action as there had been no wrong doing on SP's part, and C was responsible for meeting the outstanding balance on the account.

2.11

C took out a deal with a third party, but with SP's service. C moved house and had problems changing the address details with SP. C also complained that SP was billing incorrectly, but SP referred C back to the third party retailer. C also raised complaints about customer service, coverage and handset problems. C complained in writing to SP and SP responded offering to repair or replace the handset, but C did not take up SP's offer.

The Ombudsman concluded that although there was some indications of poor service and therefore a goodwill gesture would be required by SP, C had failed to assist SP by not following the procedures. The Ombudsman suggested that C contact the third party retailer in regards of the billing query and if necessary contact Trading Standards.

2.12

T failed to apply the correct tariff to C's account and C incurred additional charges. T recalculated C's bills and credited the account to cover the error. C requested to cancel their account without penalty but T said an early termination fee would be payable. C experienced a poor level of customer service.

As T had taken corrective action to resolve the initial error, the Ombudsman could see no reason why the early termination fee should not be payable by C if they cancelled their contract before the minimum end date. The Ombudsman was of the opinion that a shortfall in customer service had occurred. T was required to make a nominal goodwill payment and write a letter of apology. C remained responsible for the early termination fee if their account was cancelled.

3.0 Broadband

3.1

C experienced connection problems with the broadband service being provided by the SP. She contacted the SP to complain, also advising that this was due to its software not being compatible with her Windows package. The SP's Technical Support advised that this was not the case and on investigation it informed C that these problems were

due to spy ware and firewall problems with C's own PC. C did not accept this point and complained to the Ombudsman requesting cancellation of the contract.

The Ombudsman concluded that there was no evidence to suggest compatibility issues and considered the SP's explanation as being reasonable from the information provided. However, she concluded that the SP may have not provided an adequate level of customer service, but concluded that it would be inappropriate for C to be released from the contract. In resolution, the Ombudsman required the SP to send a letter of apology and make a credit to the account as a goodwill gesture. She recommended C should now contact the SP's Technical Support for further advice.

3.2

C complained to T after one of its engineers installed a BB service and created damage to the property. C continued to complain sending numerous emails and making many calls. T then offered to make a goodwill cheque payment but subsequently failed to send this out, despite many requests by C. After a year of getting nowhere C brought the complaint to the Ombudsman. T failed to provide any details.

The Ombudsman appreciated C's frustration and was disappointed that no one at T had taken control of the issues and had allowed this matter to continue for so long. It seemed clear that C was due some compensation for the damage caused, and without any definite costs, she concluded T's offer to be reasonable. However, she concluded T had also provided poor customer service. In resolution she required T to send a letter of apology and send a goodwill cheque.

3.3

The Ombudsman concludes C experienced connection difficulties with broadband. C alleges SP provided faulty broadband equipment and then proceeded to take monies by Direct Debit (DD) for the broadband service it failed to supply. The Ombudsman notes C cancelled the service a week after registration for the service, during the cooling off period. SP refunded a payment C had made in respect of the broadband, and closed the account without any further charge. The Ombudsman found no evidence to substantiate C's claims that the connection problems were caused by SP's equipment. There is no evidence SP continued to collect payments for its broadband service therefore the Ombudsman requires SP to take no further action.

The Ombudsman notes C was charged for telephone service and calls. SP collected payments monthly by DD however, on three occasions C reclaimed the payments through the Indemnity service offered at his bank. The Ombudsman considers these payments are owed for telephone services and SP has correctly maintained the account. The Ombudsman requires SP to take no further action in relation to this complaint.

3.4

C contacted SP with issues relating to broadband, connection problems and poor customer service. SP stated that C was bound by its terms and conditions and had entered into a 12 month contract.

The Ombudsman considered that after entering into an agreement of services with SP, C experienced a delay of the activation of the services and then ultimately did not use this service. The Ombudsman considers that SP has not taken ownership of C's technical issues and was clearly in receipt of a letter sent confirming the problems. Also, C has not received an overall level of customer service expected as no response was received to the correspondence sent.

Therefore, SP was required to cancel C's broadband and telephone service without penalty for the overall poor experiences to date and refund any charges taken for these services (if any). SP should also send a letter of apology. If C has made any call usage with his telephony service then these charges should stand.

3.5

C agreed to broadband service with SP. After a survey was initiated SP said it could not provide C with its service as a non-standard installation was required. C disputed this as C had signed an agreement. C sent two letters and email to SP but received no response.

The Ombudsman said that the terms and conditions of the contract clearly stated that SP could cancel the agreement after it had initiated a survey and discovered it would require a non-standard installation. The ombudsman required SP to send C a letter of apology for its lack of response to C's correspondence.

3.6

C had broadband with SP but claimed that over ten months C only had service for three. SP said that service was restricted as payment was either not received or received late. SP said only one fault had been reported and this was due to C's own operating system. No further faults were reported to SP and it provided the Ombudsman with broadband connection logs. C requested termination of the service without penalty.

The Ombudsman said that the loss of service was due to none or late payment and so SP restricted the service accordingly until payment was received. The Ombudsman found no grounds for the contract to be cancelled without penalty. SP required to take no further action.

5.0 Cancellation

5.1

C sent letter to SP requesting disconnection. C continued to receive bills. C called and sent letters to SP but account was still not disconnected. SP said that on receipt of the case file request it closed the account and removed the outstanding balance as goodwill.

The Ombudsman said that C had received poor service from SP. SP to send a further letter of apology and to award C with a goodwill payment.

5.2

C sent letter to SP to disconnect 11 accounts. SP did not disconnect within the 30 day notice period. C disputed accounts charged after this date and requested a refund. SP said it had no record of receiving C's disconnection request.

The Ombudsman said as there was no record of C's disconnection request that SP was not liable to refund any overpayments made. However the Ombudsman said that C had received a shortfall in customer service so SP requested to refund C with half the disputed rental.

5.3

C was contacted by SP in a sales call and C initially agreed to C's services. However, only a few days later, C contacted SP to advise C no longer wanted its services and therefore cancelled any transaction. C believed everything had been sorted, but then started to receive demands for payment for an amount equivalent to the initially agreed two year fixed period. Due to the amount of verbal and written contacts being received, C referred the matter to C's solicitor, who then complained in writing to SP on C's behalf. C's solicitors received no response, therefore, a few months later, C was contacted the Ombudsman, and was advised to write again to SP. C was verbally assured twice that there was no outstanding balance, yet C continued to receive more demands. Upon investigation, SP accepted that it had incorrectly been demanding payment from C, despite acknowledging that C had cancelled within its cooling off period and there was no contract in place. The Ombudsman welcomed this from SP, but was satisfied that C had suffered due to this over such a long period. Therefore the Ombudsman required SP to confirm in writing to C the closure of the account without penalty and with a zero balance, provide C with a goodwill payment and also an apology, and also ensure that C's credit stats had not been affected as a result. Although the Ombudsman understood why C had referred the matter to a solicitor, those costs incurred could not be considered.

5.4

C was a customer of SP, but then decided to cancel its services. C went through the correct disconnection procedure and made a final payment to SP. However, C continued to receive bills from SP over the next few months. C complained to SP in writing and via telephone, but to no avail. The Ombudsman welcomed SP's admissions that due to a system error, C's account was not fully disconnected on the account, hence the further billing. SP maintained that following C's letters it did take actions on the account, but accepted that despite this, another bill was sent. The Ombudsman required SP to confirm in writing to C the full closure of the account with a zero balance, provide C a small goodwill payment and apology for the poor customer service received, and also ensure that C's credit rating was not affected as a result.

5.5

C requested cancellation of the SP's mobile service but it failed to action this account for a number of months. A dispute occurred over the date of cancellation with C providing documentary evidence of the cancellation date. The SP provider backdated the account but not to the date agreed by C.

From the information provided the Ombudsman concluded that the SP had failed to correctly action two letters from C over the cancellation request. She considered that errors had been made by the SP and that it had provided some poor customer service to C. In resolution the Ombudsman required the SP to send a letter of apology, backdate the cancellation, make a further credit to the account as a goodwill gesture, and provide a refund of any credit showing.

5.6

C advised the SP that C's partner, and the account holder had died. C requested that the account was closed, but by the SP's admission it failed to take the correct action, with the account remaining open and incurring charges. These errors also led to C receiving distressing letters and bills from the SP. The SP provider apologised for the situation and proposed to close the account and send a letter.

The Ombudsman appreciated the distress this matter would have caused C and recommended that the SP reviewed this case and the errors made to see where improvements could be made. In resolution she required the SP to send a letter of apology, including written assurances of the account cancellation and the credit situation. She also required the SP to send a cheque payment as a gesture of goodwill.

5.7

T called C and offered its call service. C accepted. A few days later C changed C's mind. C's partner called T. T refused to allow the partner to cancel the account as the account was not in their name. By the time C called, the cooling off period had expired. T therefore informed C that C would have to pay a cancellation fee if C now wished to

cancel. C stated that as C's partner had called within the cooling off period, C should not be expected to pay the cancellation fee. C also discovered that T had taken over C's line rental service without permission.

The Ombudsman was of the opinion that T was right not to allow C's partner to cancel the account without proper organisation. However it was found that T had not informed C that T intended to take over C's line rental. The line rental T charged was the same as C's previous provider. Therefore, C had not been financially disadvantaged, and therefore T was not required to compensate C. T was required to waive the cancellation charge so C could return to C's previous provider.

5.8

C attempted to close an account but SP did not complete the request. It later stated that it had no record of the request and wanted to terminate some months later, after further charges had accrued. C complained and SP eventually agreed to the original termination date.

The Ombudsman agreed with the offer latterly made by SP, but required an additional goodwill gesture and apology.

5.9

C was experiencing trouble with C's internet service and contacted SP on a number of occasions surrounding this. Eventually SP advised it could not help C and therefore C decided to cancel the package. C confirmed this in writing to SP who then advised C that it would clear its standard notice period due to the aforementioned problems. However C received a bill that C claimed included charges for calls to SP and that C was charged for a service that C could not receive. The Ombudsman could find no evidence to say that SP had charged C incorrectly as it appeared that the charges related to call charges only. However it was clear that C continued to receive bills. The Ombudsman saw this as a shortfall in customer service and therefore required SP to confirm in writing to C the closure of the account with a zero balance, provide C with a small goodwill payment and an apology for any shortfall in customer service received, and also provide C with a breakdown of C's last bill and its charges.

5.10

C agreed to transfer his telephone services to SP, but it soon became clear that SP was unable to provide all the services that C had received from his previous service provider. C complained to SP, but SP failed to resolve C's concerns. C requested to terminate the contract, as SP had mis-sold the contract, but SP stated that C had agreed to a sixty month contract and therefore a termination fee would apply. C complained to SP that he had not agreed to such and contract and that SP had failed to provide the services, as promised. A formal letter of complaint was sent by C to SP, but SP maintained the termination fee and failed to respond to C's other complaints.

The Ombudsman concluded that, SP should allow C to cancel the contract without fee. SP was required to recalculate C's account and either provide C with a final bill for payment or a refund by cheque. The Ombudsman required SP to provide C with a goodwill credit for the poor customer service received and a letter of apology for any inconvenience caused.

5.11

C complained to the SP that it had failed to action a request for all services to be cancelled, with the exception of line rental. The SP highlighted that the dates involved were in doubt and suggested that some of the information provided by C was contradictory.

The Ombudsman concluded that there was some doubt over the cancellation dates and concluded that the SP may have provided some poor customer service. However she agreed that some contradictory information had been provided, on with this in mind required the SP to cancel the charges from the date of the service transfer. She also required the SP to send a letter of apology, and ensure that all charges were refunded from this date. The Ombudsman also required to make a further credit in respect of any customer service issues as a goodwill gesture, and then provide a full written breakdown of the account.

5.12

C complained to the SP as it had failed to action the internet cancellation request. The SP stated that the request had not been received and this led to a dispute over the charges involved, with the SP continuing to increase the outstanding balance each month. C highlighted that this decision had only been taken because of connection problems.

The Ombudsman concluded that C had made an earlier cancellation request and that the SP may have provided some poor customer service. In resolution she required the SP to send a letter of apology, cancel the account and the full outstanding balance; also requiring a goodwill cheque to be sent, with credit assurances.

6.0 Carrier Pre-Select

6.1

C complained to the SP after receiving a letter advising of a CPS service transfer. C complained that this was never wanted, and highlighted that C used to be a customer of the SP. The SP acknowledged that there was no evidence of a contract ever being signed and on this basis it suggested the account should be cancelled with all charges refunded. In resolution C asked for some compensation for the problems experienced.

The Ombudsman welcomed the SP's honest appraisal but was concerned that this had happened. In resolution she required that the SP should send a letter of apology, then provide written confirmation that the account and all charges had been cancelled, as well as any adverse credit information. She also required the SP to send a goodwill cheque and recommended that the company conduct a thorough investigation into how this had happened.

6.2

C made a number of calls to T to find out who was supplying C the Carrier Pre-Select Service(CPS). C also requested a refund. T advised the Ombudsman of the actions it carried out on the account and maintained the charges to be valid. The Ombudsman noted that there had been a certain level of confusion on both parts. She considered that it wasn't made clear to C by T who was providing C the CPS. She required to provide C an apology for poor service and a goodwill payment.

7.0 Credit Control

7.1

C received large bill from SP and disputed that C had a credit limit. SP said C did not and all credit limits are for internal use only. C received conflicting information from SP about the credit limit. SP offered C a nominal goodwill payment which C declined. C wished to cancel contract without penalty.

The Ombudsman found no grounds for the contract to be cancelled without penalty. The credit limits were for internal use only and SP's terms and conditions did not show that C was able to use a credit limit for own purposes. The Ombudsman was however concerned with misinformation received and viewed this as poor customer service. SP to refund C's account with rental charged after service was restricted. SP to honour its offer of goodwill. C urged to then make payment of outstanding balance.

8.0 Customer Service

8.1

C reported a fault to SP, which SP fixed. C then complained that the service provision had been delayed. SP had not been made aware of the delays. C complained about the standard of service and asked to cancel the account. SP felt that the service was acceptable and advised C that the minimum term contract applied. C argued that the equipment had not been provided within the cooling off period and therefore C had not had the chance to try the service. C failed to respond fully to C's complaint.

The Ombudsman accepted that there had been a shortfall in service but she accepted that SP's later goodwill offer to C was sufficient to address this and the brief loss of service. However, the Ombudsman could see no reason why the termination fee should not be applied if C chose to cancel the account. The Ombudsman explained that the cooling off period was not to trial the service but to accommodate a change of mind.

8.2

C asked for a broadband service from SP but did not receive it. SP advised that it was due to system errors and incorrect information provided by another service provider. SP chased the provision but the other service provider did not resolve the matter, causing SP to fail in the provision to C. C complained to SP on many occasions but claimed that the standard of service was poor. SP felt that it had done everything possible for C although it did acknowledge that it had failed to refund the payment made for a service not received.

The Ombudsman was of the opinion that C had experienced unnecessary delays although she accepted that these were not entirely due to SP's actions. The Ombudsman noted that a refund had not been issued and she accepted that this supported C's claim that the customer service was poor. SP was required to issue a letter of apology along with a refund of the charges paid and a goodwill payment.

8.3

C requested a move of services to a new address. SP completed the move but omitted one service. C complained but did not have the complaint fully addressed, although the Ombudsman could see that SP had completed the resolution to the complaint without adequately notifying C.

C then complained that service was not fully installed. SP acknowledged this as being an administrative error and rectified it but did not relay the fact adequately to C.

The Ombudsman required SP to apologise for the shortfall in its customer service and improve the initial goodwill gesture.

8.4

C was a SP dial up internet user, but had cancelled the account. However, C realised that C's old email address remained open/active, as emails to it, would not return undelivered. C contacted SP about this and was advised such accounts remain open for 90 days, before being closed. C waited for this time to elapse, but then contacted SP again, after this period, to complaint that the email address was still open. C was concerned that people contacting that email address, would not realise that it was no longer in use by C. The Ombudsman was satisfied with SP's initial response as this was its standard procedure, but was concerned that the appropriate action was not taken, after the designated period had elapsed, especially as it was clear that C continued to complain about this. As the Ombudsman could see no reason for the account to remain

active, she required SP to ensure the closure of the account and email address, and confirm this in writing to C. SP was also required to provide C with an apology for any shortfall in customer service that C had experienced throughout.

8.5

C contacted SP regarding technical issues but claims that SP failed to resolve them. C accepted that some problems were inevitable but complained about the standard of customer service when reporting the issues. SP claimed that attempts were made to contact C but these were limited. C then asked to cancel the account at the end of the contract and claimed that SP had offered a refund of some charges. SP advised that a refund was not due but delayed cancelling the account. C cancelled an additional service but SP did not act on the request due to the outstanding balance.

The Ombudsman was satisfied that SP had taken some appropriate action, particularly in respect of its decision not to close an account with a valid balance. However, she noted that C had been inconvenienced by the failure to act on a previous request for cancellation and that the subsequent standard of customer service was poor. SP was required to apologise for the poor service and failure to act on requests. SP was required to issue a credit which, once the valid charges had been cleared, was to be issued to C in cheque form. SP was also required to confirm to C that the account had been closed and the line was free for services by another provider.

8.6

The Ombudsman concludes SP failed to provide an adequate level of customer service on this case and C experienced a number of problems following moving house. The Ombudsman is satisfied that SP took action to recalculate its accounts and apply credits for overpayments charged. The Ombudsman notes C experienced connection difficulties with broadband and was incorrectly charged. The Ombudsman notes SP applied a credit in relation to this overcharge.

In recognition to the customer service issues raised the Ombudsman notes SP previously made goodwill credits to the account and the balance is nil. The Ombudsman directs SP to issue a formal letter of apology to C, enclosing a statement of account that shows all the credits applied and recalculations made. In light of the broadband service issues raised, the Ombudsman directs SP to cancel the account without penalty and remove the ASDL marker from the line.

8.7

Requested that SP remove a service from C's package yet SP made an error and charged C for that service for the next few years. C complained to SP who advised C would be credited, but C was charged every month. After a while, C advised SP of C's cancellation request and gave the required notice period. However C was also charged after this for services that had not been used. C was confused with SP's billing and wanted a breakdown, but SP maintained that was not possible. C complained in writing

to SP but the matter was not resolved. The Ombudsman studied the information and billing evidence provided and although she welcomed the credits already applied by SP throughout, that C had still been overcharged more than C had been credited. Therefore the Ombudsman required SP to reduce C's outstanding balance further to cover any remaining overcharges and also incorporate any goodwill credit applicable, provide C an apology and ensure C's credit rating had not been affected. Once C had paid the remaining amount, SP was to confirm the closure of the account in writing with a zero balance.

8.8

C changed handset with SP. SP changed tariff without C's consent. C continued to receive incorrect bills. C sent letters and called SP but on receipt of next bill it would still be incorrect.

The Ombudsman said that C had received poor customer service from SP. SP appear to have failed to respond to letters received and also changed C's tariff without consent. SP to refund C with current disputed bill, SP to send letter of apology and award a nominal goodwill payment.

8.9

C complained that SP had changed the account tariff without permission. C asked for a refund of the charges paid for the lengthy period before the change had been identified. SP investigated the matter and explained that C had in fact requested the change some time previously. C denied this and sent letters of complaint to SP. C complained that SP did not reply to the letters, although SP provided evidence that responses had been issued by recorded delivery.

The Ombudsman was satisfied that the evidence showed C had requested the tariff change and she could see no reason to require SP to refund any charges. The Ombudsman also considered the level of customer service to be appropriate. Action was not required of SP.

11.0 Disconnection

11.1

C requested that T reverse the telephone lines that were used and to then cancel one. This was done but C complained that the wrong line had been stopped. Matters became confused and C's broadband was also stopped for a short time. The confusion was added to by C calling T every day and confusing matters.

C requested compensation in excess of £1000 and this was refused by T but a small goodwill gesture was offered. This was refused by C.

The Ombudsman required T to repeat its offer and urged C to reconsider it as it was seen as being a reasonable one.

12.0 Disputed Charges

12.1

C reported a fault to SP and SP checked the line. No faults were found and C was advised to check his internal equipment. C contacted SP again to say that the fault was with a main socket and an engineer's visit was arranged. SP charged C for the repairs to the socket, as the problem was not covered in SP's terms and conditions. C complained to SP, but SP maintained the charges. However, SP did offer later to reduce the amount.

The Ombudsman concluded that SP was required to provide a credit for two disputed calls and confirmation about credits that were applied to his account. She felt SP had adequately dealt with C's complaint and the offer made by SP was fair and reasonable.

12.2

C received a bill with unrecognised numbers. SP investigated and found there was a crossed line in the main exchange box. However, SP failed to resolve the problem, continued billing C and suspended services on more than one occasion. SP also offered to refund all the disputed charges.

The Ombudsman considered the offer from SP was reasonable and required it to be completed, but found the customer service had been poor and required an apology and further goodwill payment.

12.3

C disputed charges on the bill. SP maintained these. The Ombudsman examined the bills and noted that some of the calls during the disputed period appeared later on C's undisputed portion. On the balance of probabilities it appeared the calls were made from C's telephone line. The Ombudsman urged C to ask family or friends in order to establish who may have made the calls. The Ombudsman noted that C transferred the line to another SP after a certain date but still received a bill from SP for calls made after the transfer date. SP advised her that these calls were made as C left the dialler device plugged to the telephone line, which routed the calls via the old SP. The Ombudsman found evidence of poor service and required SP to provide C a small goodwill credit. She expected C to pay SP for the disputed charges.

12.4

C disputed bill and calls to 0845 number with SP. SP maintained and advised C to contact Internet service provider (ISP). C remained unhappy with response.

The Ombudsman said that C was liable for the calls. C urged to contact ISP. C had received some poor customer service due to not receiving a response to a letter so the Ombudsman requested SP to reconnect the service and arrange suitable payment plan.

12.5

C requested cancellation. SP confirmed contract cancellation date but also requested that C pay a cessation fee. The fee was not received and C continued to use the service. C then realised service had not stopped when requested at the end of the contract and so sent letters to SP to dispute. SP cancelled the contract but maintained that C owed rental until the date that the service stopped.

The Ombudsman said that there appeared to be confusion between both parties with regard to the letter received about the cease date of the contract. As an amicable resolution the Ombudsman requested that SP remove the outstanding balance and ensured that C's credit rating was not affected.

12.6

C entered into a service agreement with SP for Broadband. The service was unable to be connected and SP agreed to cancel the agreement and refund C with the charges C had paid for it. SP sent C a letter setting out the charges and promised to refund them but did not do so, despite repeated requests from C to do this.

The Ombudsman came to the conclusion that in addition to not refunding promised amounts SP had applied a disconnection charge to C's account. The Ombudsman was of the opinion that this was inappropriate as C had never actually been connected and she therefore concluded that SP should withdraw this fee from C's account.

The Ombudsman also decided that SP should carry out its promise to return charges to C without further delay and that SP should send a letter of apology to C for not doing this earlier.

12.7

C placed an order with SP for a line transfer to an adjoining flat. C claimed that SP told him that there may not be a connection charge as this would be established by a site visit by an Engineer who would advise C of the cost.

SP engineers conducted a site survey and connected the line which necessitated installing internal wiring. C was sent a charge for the connection on C's next billing. C disputed the charge and complained to SP. SP investigated and maintained the charges,

but purely in an effort to amicably resolve C's complaint, SP made an offer to meet half of the cost of the installation.

The Ombudsman found that SP had a tape recording of the call C had made to place the order and this did not support C's claims. The Ombudsman was satisfied that installation work was necessary to fulfil the order and that the charges to C's account had been correctly raised.

The Ombudsman felt that the goodwill offer SP had made to C was a generous one and other than maintaining this offer, SP need not take any further action in this case.

12.8

C entered into an agreement for services from SP when C was visited at home by SP's sales representative. SP began to provide C with services. C claimed that C had contacted SP in the cooling-off period and had asked for the contract to be cancelled. SP had no knowledge of this and continued to bill C for charges incurred on the account. SP then received notification that C had cancelled Direct Debit payment arrangements and then another service provider informed SP that it was taking over C's line.

SP continued to send C billing for services C had received but C simply ignored the billing until a debt collection agency letter was sent to her. C then sent letters to SP claiming that the account had been closed and that C would not pay the charges. SP told the Ombudsman that C had received services and C was responsible for the charges, but as a gesture of goodwill SP was prepared to withdraw administration and late payment charges that it had applied to the account.

The Ombudsman came to the conclusion that there whilst there was no evidence to support C's claim that SP had misled her at the point of sale it was clear that C did not ultimately want services from SP. However by that time SP had provided services and the costs incurred by it should be met by C.

The Ombudsman also decided that as C no longer wished to be a customer of SP that it would be appropriate for SP to maintain its small gesture of goodwill.

12.9

C requested an account from SP but it was not set up properly which resulted in incorrect charging. SP agreed a mistake had been made but failed to rectify the problem for several months. It suspended C's account pending an investigation but later sent a demand for payment due to the lack of Direct Debits. C complained but received no responses from SP.

The Ombudsman considered the customer service for C had been poor and required an apology and goodwill payment.

12.10

C contacted SP to raise billing queries and to request that SP replace a temporary cable. C wrote letters to SP, but SP failed to respond.

The Ombudsman concluded that there had been billing errors by SP, but these had been rectified. SP was required to contact C to arrange the replacement of the temporary cable and to provide a goodwill credit for the poor customer service received.

12.11

Whilst C was away C's daughter incurred high charges on C's account however C did not find out about this until some time later when C's phone was barred. C accepted that the calls had been made, but disputed with SP the fact that a bar was not placed on to the account at an earlier stage. SP maintained that it was under no obligation to do this and that attempts to contact C had been made. The Ombudsman found that in this particular instance, although SP made to verbal contacts via an automated system to C's line, that it could also have advised C of this matter in writing as there was no response to the initial calls. The Ombudsman was of the opinion that upon return to the account address, C would have been alerted to the matter and contacted SP in order to deal with it. The Ombudsman presumed that a bar would then have been placed on to the line. As it stood, a bar was not placed until 21 days after the first calls were made and approximately two weeks after C's return to the account address. The Ombudsman also considered the fact that the calls were knowingly made, therefore the Ombudsman required SP to credit C's account with an amount equivalent to half of the charges incurred after C's return to the account address, as a gesture of goodwill, to agree a payment plan with C for the outstanding amount and also to ensure that C's credit file was not adversely affected.

14.0 Faults (Equipment)

14.1

C complained that the handset provided by SP was faulty and there were problems with it being collected for repair. Before it could be collected it was lost. C also complained that SP had failed to provide a working replacement SIM card however it was established that the account had been in arrears and this was why SP would not provide a replacement. SP did offer a reasonable goodwill gesture in respect of the collection difficulties. C was urged to accept this.

No further steps were required of SP.

14.2

C complained to SP that the mobile handset provided would intermittently fail to ring for incoming calls. The handset was replaced a number of times by SP, but the model kept returning with same problem. The SP then advised that there were software problems and provided an alternative handset to C. C continued to complain about the situation and then claimed that the SP had offered to allow C to keep both handsets as compensation. The SP disputed this point and asked C to return one of the models. C did so, but complained that it was up for sale and this had led to advertising costs being incurred. The SP outlined that goodwill credits had already been applied to the account in respect of the problems. In resolution C asked for further compensation.

The Ombudsman appreciated C's frustration but concluded that the SP had acted appropriately and provided adequate credits for the problems concerned. She could see no evidence to suggest that the SP had advised C that both handsets could be kept and concluded the SP had provided adequate customer service.

14.3

C complained to T after its mobile handset stopped working. This was sent away for repair, but the assessment showed the problem was due to water damage. On this basis T stated it was unable to repair or replace the handset free of charge. C was unhappy and continued to complain by telephone and in writing. C later complained about poor customer service being received. C brought this matter to the Ombudsman disputing the water damage. T offered to either repair or replace the handset if C conducted an independent assessment and this showed T's report to be incorrect.

The Ombudsman appreciated C's frustration but was unable to dispute T's findings. She also concluded that there was no evidence of poor customer service and welcomed T's offer to have the phone independently assessed. In resolution she required T to send a letter of apology. She also required T to either repair or replace the phone if C had it independently assessed and this showed T had been incorrect. Also if T's report was incorrect, then the Ombudsman concluded T should also pay the costs of any assessment.

15.0 Faults (Line)

15.1

C brought a complaint to the Ombudsman regarding consistent faults that C was experiencing over a prolonged period, on SP's line. C had logged every fault to date with SP and had provided a record of this and SP had accepted C's faults and provided C recompense for any loss of service C had experienced under SP's Customer Guarantee Scheme. C had also claimed financial loss from SP over this time. C expressed that due to such faults, C changed Service Provider (SP) but continued to complain to SP after this date as C was still experiencing connection problems that C

believed to be the fault of SP. The Ombudsman found that she could not consider any complaint relating to another SP that was not a member of Otelo, and also that she could not consider any matters that were outside of her timescale for submission. From the faults that were brought to the Ombudsman the evidence suggested that SP had adequately recompensed C for any loss of service C may have been caused and also that SP had approved many of C's financial losses where it was clear that they may have been incurred after C had transferred the service to another SP. The Ombudsman considers that C may have been confused regarding the role of SP in this (as another SP department is responsible for the maintaining of the network for C's new SP) and recommended that C take those issues up with C's new SP, however regarding this matter, the Ombudsman welcomed SP's proposal as fair and reasonable and required it to retain its offer to C.

15.2

C asked SP to install a telephone line to enable C to connect to Broadband service. SP installed the line but line faults caused C to lose internet connection after a short period of time and C's telephone line to have background noises. C complained to SP and SP sent an engineer to check on the connection. The problem continued hence SP asked C to check C's equipment that was attached to the line. C did this by buying new cables and connections. The fault persisted.

C made further complaints about the problem and eventually agreed to a goodwill gesture offered by SP for the fault. C then asked for final billing but this was sent late and as a result C incurred an additional late payment charge. C sent letters of complaint about this and C withheld the late payment charge. SP initiated debt recovery action for the charge and C then paid it.

C wanted compensation for the line fault and for SP's failure to respond to C's complaints.

The Ombudsman decided that as C had already accepted a goodwill remedy for the line fault, she was unable to direct SP to make further compensation about this. The Ombudsman also decided that SP had either responded to, or taken action on C's complaints, with the exception of C's dispute over the late payment charge applied to C's account.

The Ombudsman came to the conclusion that C had caused the late payment levy to be applied by not paying a bill C received and SP was within its rights to do this. However the Ombudsman was of the opinion that any credit reference default entry made against C should be amended to show that it had been brought about by a dispute and was now settled. The Ombudsman concluded that SP should also send C a letter of apology for failing to answer C's letters of complaint.

15.3

C experienced a fault on his two telephone line for several years. He contacted T on many occasions to repair the fault. Numerous engineers visited, but could not

permanently fix the lines. Eventually BT agreed to replace the lines. T offered compensation for one line. C felt that T should pay compensation to recognise the loss of service on both lines.

The Ombudsman agreed that the offer T made was not sufficient to recognise the considerable inconvenience C had been caused. Therefore, T was required to make a much higher goodwill payment.

15.4

C complained of a loss of service from SP and stated that it provided conflicting advice. SP investigated and offered to close the contract for C without penalty and make a refund as a goodwill gesture.

The Ombudsman considered the offers from SP were appropriate. She required SP to complete them and also to make an apology for the shortfall in customer service due to the conflicting advice.

15.5

C has stated that T failed to provide him with a proper telephony system to meet his requirements. C says that he contacted T initially to arrange an analogue system but later complained as T had not advised him on the correct system. T sent out a representative who visited C's premises and it was agreed that a digital system would be installed on a specified date. C requested that the date be brought forward, and was advised that options would be explored but nothing guaranteed. C contacted T with this regard and was advised that this was not possible due to line issues and that no schedule had been booked, C presumed that the installation date had been brought forward. The service was not installed until after the agreed date and C says he experienced further technical issues once this was carried out and complain to T but to no avail.

The Ombudsman is of the opinion that T has acted in a fair and reasonable manner in attempting to resolve the customer's issue. The Ombudsman however noted some lapses by T in responding to the customer's requests and therefore requires it to provide a goodwill payment. The Ombudsman also requires T to contact the customer and make suitable arrangements in order to ascertain C's requirements and proceed forward in an agreed manner.

15.6

C experienced a disruption to services which were later reinstated, but after a delay greater than SP expected. SP offered compensation but C thought it should be greater. C had applied a superseded set of terms and conditions and expected the compensation to be greater. The Ombudsman decided the offer already made was appropriate and recommended C accepts it.

C also complained of a lack of response from SP. The Ombudsman reviewed the considerable correspondence between C and SP and could not agree with C that there had been a shortfall in customer service; SP had replied to letters and it had offered an apology for a delay in the process.

15.7

C took out a contract with SP for a broadband service. However, after four months, C was still unable to connect to the service. C had contacted SP on several occasions and an engineer was organised from a third party. However, SP was incorrectly informed that a connection was possible, which added to the problems with diagnosing the fault. C complained to SP, but no response was received. However, SP later established that C would not have been able to receive broadband, as C was too far from the exchange. SP cancelled the contract and refunded all of C's payments for the service.

The Ombudsman concluded that C's written complaint had not been responded to by SP, but that it had made a reasonable offer to resolve the complaint. However, as C had incurred costs, SP was required to provide C with a goodwill payment by cheque. SP was also required to provide C with written confirmation that the account had been cleared and closed.

16.0 Financial Loss

16.1

C intended to open a retail outlet to sell IT products and services primarily to a local residential community. Before the business was due to open C discovered faults on the line services to the premises which C reported to SP. Because of the line faults C decided to delay the opening of the outlet and the shop remained closed for 24 days whilst SP dealt with the line faults.

C made a claim to SP for Actual Financial Loss based on the potential loss of sales and income generated by the company. SP asked C to provide evidence of actual loss as it could only compensate for this. C continued to base the claim mainly on speculative information and C could only provide limited evidence of actual loss. SP offered C fixed rate compensation set at a daily loss of service rate. C refused to accept this.

The Ombudsman considered the type of products and services C was offering and the location and targeted customer base. Against this background the Ombudsman could not see that C being without telephone lines would have been unable to successfully trade. She also took into account that a week after the faults were reported but had not been repaired, SP arranged for two telephone numbers to the shop to be diverted to other numbers C had and this would have been of some benefit to the business dealings.

The Ombudsman came to the conclusion that the only actual loss C could show was the cost of PDQ terminal rental and SP's service charges and she decided that SP should meet the cost of these under the compensation scheme it had.

17.0 Fraud

17.1

A fraudulent T mobile phone account was set up in C's name. C notified T as soon as C found out about it. T assured C that the account would be cancelled, and no money would be taken from by Direct Debit fraudulently set up. However, for several months T did not keep C informed of progress. C received demand letters for the amount used on the fraudulent phone, and eventually the matter was referred to a debt collection agency. When T submitted a case file it informed the Ombudsman that it now agreed the account should be cancelled.

The Ombudsman understood that T needed to conduct an investigation into the fraudulent account before it could cancel the account. However, she also felt that T could have kept C up to date with the status of the account, especially as C had written several letters to T that were unanswered. She also felt the amount of time taken to complete the investigation was excessive. Therefore, T was required to write to C to confirm the account was closed, that no adverse information had been passed to C' credit file and to apologise. C was also required to refund the payments taken in respect of the account and to pay a goodwill payment to C to recognise the distress caused.

18.0 Information Disclosure

18.1

SP set an account up in C's partner's name. SP confirmed that a mistake had been made and account should have been set up in C's name. C disputed the account and the charges that had been incurred. C experienced a poor level of customer service.

The Ombudsman was of the opinion that C did agree to use SP's services. However, it was evident that an error had occurred and the account was set up in the wrong name. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. T was required to make a nominal goodwill payment and write a letter of apology.

18.2

C contacted SP to enquire about a telephone service, but due to the delay in SP being able to install the service, C decided to go to another provider. C started to receive bills

from SP and complained, as C was never a customer. SP confirmed that any charges would be removed from the account, but this did not happen and the account was passed to a debt collection agency. C complained to SP again in writing and SP confirmed that the debt was pursued in error. However, C felt that SP had breached the Data Protection Act, as personal details were passed to a third party.

The Ombudsman concluded that C should receive compensation, as SP incorrectly pursued a debt that was never owed. SP was required to provide C with an assurance that all credit files relating to C had been amended to show SP's error. However, the Ombudsman concluded that SP had not breached the Data Protection Act, as the third party agencies were contracted to work on SP's behalf.

19.0 Installation

19.1

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

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

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

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

20.0 International Call Charges

20.1

C called T and asked if C could use the phone abroad. C was assured that C was able to use the phone in the country C was travelling to. However, when C arrived in the country C discovered that C was not able to use the phone. C complained to T. T accepted that C had been provided incorrect information. T offered C an amount of compensation to recognise the inconvenience C suffered. C was not satisfied with the amount offered.

The Ombudsman was of the opinion that the amount offered by T was adequate, and required T to make this payment to C.

22.0 Internet Connection

22.1

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

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

22.2

C agreed to a broadband service from SP, with the telephone line to be provided at a later date. However, C complained that the service would fail to connect and despite some help from SP an initial connection could not be established. C decided to cancel the service with SP stating that this would incur early termination fees. C complained about letters and call backs not receiving a reply.

The Ombudsman concluded on the balance of probability that SP may have failed to provide a service with due care and attention. She also concluded that C had received poor customer service. On this basis, she required SP to cancel the service without penalty and all charges as a goodwill gesture. She also required SP to send a letter of apology and refund any credit. The SP was also required to provide a MAC code.

24.0 Mis-selling

24.1

C claimed SP mis-sold the telephone package. When C received a high bill C contacted SP and asked to terminate on the basis of being mis-sold. SP advised the Ombudsman's office that no complaint had been received from C about mis-selling. The Ombudsman was satisfied that C did complain to SP about this aspect as supporting evidence was provided. She required SP to terminate the contract, provide C an apology and a goodwill gesture.

24.2

C complained to SP that it had been overcharging C for a period of time and that C was miss-sold its service. SP maintained that C had agreed to the original package in place, and then a new package upon expiry of the initial package. SP accepted that it had overcharged for a short period, but that it had also erroneously credited C's account with overpayments that were much higher than C's overpayments. However SP confirmed it would not be recovering such costs. From the evidence provided the Ombudsman could find no evidence to suggest that SP had been overcharging C for a prolonged period, and was satisfied that any overcharging that had occurred, and been credited to C's account. The Ombudsman could also find no evidence of any miss-selling of SP's product. The Ombudsman did find that C may have received a shortfall in customer service as C's complaint continued, however she was satisfied that the credits already placed, were generous enough to cover any goodwill payment for this. As C had requested disconnection of the services, the Ombudsman required SP to close the account and refund any remaining credit balance to C, and also provide C an apology for any shortfall in customer service received throughout.

24.3

C was contacted by SP's Sales Advisor. A verbal contract was entered for a telephone service to be provided to C by SP. C entered into the contract upon relying on a representation made by the Sales Advisor. When C received the bill C decided to cancel. SP added termination on the account and pursued C via the debt collectors. The Ombudsman was noted that SP's course of action in removing the termination fees was correct as there was no verbal copy of the sales recording provided. She considered that it would be unfair to C if SP tried to enforce a verbal contract when it wasn't clear what the agreed terms of the contract were. The Ombudsman required SP to provide C an apology for poor service and make a goodwill gesture.

24.4

C, who is 92 years old, received a letter from SP informing C that telephone service was to transfer to SP. Due to C's age C's nephew acted on C's behalf and attempted to cancel the transfer and account. C's nephew also sent letters to SP but received no

response. SP said that the company who made the sales call no longer works for SP so unable to provide a recording of the sales call. SP said it could not discuss the account with C's nephew due to the Data Protection Act.

The Ombudsman said it could not be known if C agreed to SP's service or not. However the Ombudsman was concerned that C had been called as C is 92 years old and therefore classed as vulnerable. The Ombudsman therefore viewed SP's sales call to C as unacceptable. Sp to send C a letter of apology, refund the amount paid to the collection agency and award a substantial goodwill payment.

24.5

C contacted SP with issues relating to mis-selling, disputed charges, credit file issues and poor customer service. SP accepted that C was mis-advised and offered an agreement that was agreed, and that no negative entry had been made on C's credit file.

The Ombudsman was satisfied that C had been inconvenienced with regards to initially being mis-advised regarding the tariff for agreed services and invoices received chasing for a incorrect amount. The Ombudsman recognised the credit made by SP and its actions regarding removing a negative entry on C's credit file. However, C overall had not received a level of customer service normally expected.

Therefore, SP was required to calculate the charges taken from C to ensure that C has been charged correctly and refund if a error has been made, send confirmation in writing that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency and offer a goodwill credit of two months free broadband for the overall poor experiences along with a full written apology.

28.0 Payments

28.1

C was receiving telephone services from SP. Part of the agreement for services, was the time permitted for the payment of invoices. SP sent C an invoice which C claimed to have paid by sending a cheque to SP. SP claimed that it had not received the cheque and as a result carried over charges to the following invoices. C told SP that the cheque for payment had been presented and cashed and a dispute arose between the parties about this. C then decided not to make any further payments and as a result SP disconnected services. C claimed that SP had no right to do this and C wanted substantial compensation for business losses caused by it.

The Ombudsman came to the conclusion that C had sent the payment cheque late and this had caused the amounts on the account to be carried over to the following invoices. C had been in dispute over the cheque but this did not give C the right to withhold further charges that had been correctly applied to the account. It was C's fault that brought

about the line disconnection. The Ombudsman noted that C had asked for services to be cancelled and for final billing. The Ombudsman pointed out to C that the contract was for a minimum term and this action may result in early termination charges being applied to the account.

The Ombudsman could see no wrong-doing on the part of SP but she did feel that it would be helpful for SP to audit the account and present C with the final closing statements.

28.2

C complained to SP regarding a missing payment on C's account. C had sent in a payment via cheque to SP's payment centre. SP refused to accept that it had received any payment and the matter continued for several months, despite C providing SP with more information regarding the specifics of the cheque payment. Eventually SP advised that it had applied the payment to C's other account. The Ombudsman found that although SP had applied certain credits to C's account, she was satisfied that this problem arose and was compounded by SP. Therefore the Ombudsman required SP to provide C with a goodwill payment and also a letter of apology.

29.0 Premium Rate Services

29.1

C received a bill from T containing charges for calls to Premium Rate Service ('PRS') numbers. C disputed making the calls. T informed C that the calls were to a quiz show. T stated that C had a history of calling such shows. T sent an engineer to check the line for faults. No faults could be found. T therefore maintained the charges to be correct. C refused to pay for the calls. T therefore disconnected C's account.

The Ombudsman was of the opinion that the evidence suggested that C had made the calls. Therefore she considered that T was entitled to take action against C because C had not paid the charges owed. No further action was required.

32.0 Refunds

32.1

Due to an overcharge, C was left in credit and when C left SP, C believed this would be refunded. However, C never received this. C contacted PS and advised. SP confirmed the refund was due but it did not action it. C made several calls to SP and also sent a letter of complaint but to no avail. After contacting both the regulator and the Ombudsman for advice, C contacted SP again. SP again confirmed the refund was due

but it took another several weeks and also a formal approach from the Ombudsman, for the refund to be issued. SP explained to the Ombudsman that it was in a period of transition and apologised for the delay. The Ombudsman acknowledged this but considered that SP had had enough time in which to apply the refund. The Ombudsman required PS to ensure that C's refund was provided, and also an apology for the shortfall in customer serviced received throughout.

34.0 Service Transfer

34.1

C complained to T over initial delays with a telephone service transfer and was unhappy that it failed to take the first DD payment. T generally replied to these problems and ensured that the service was transferred, with the DD then being correctly set up. C remained unhappy and continued to complain. T replied to C's letters but failed to answer all points raised. In an attempt to resolve the dispute, T waived the first month's charges, then made a substantial goodwill credit to the account.

The Ombudsman concluded that the credits applied had already fully considered the problems experienced by C. She concluded that there had been initial problems with the service transfer and the DD set up. However, she felt these had now been resolved. In resolution she required T to send a letter of apology and this was to provide a full explanation for the initial service transfer delays, the DD set up problems, and its failure to provide promised call backs.

34.2

SP was C's service provider, however C was miss-led in to agreeing to another providers services, believing them to be SP. C cancelled this with the other provider within the cooling off period, and also advised SP that C did not wish for the transfer to take place, however they did. C was unhappy with SP as C believed it had a responsibility to ensure that this did not happen in such circumstances. C was advised by SP to complain to the other provider. The Ombudsman found that SP had been granted special permission from the regulator, Ofcom, to act in instances such as this, where a complainant had cancelled an agreement but the provider had not actioned this. It was also considered that the other provider had been investigated by Ofcom. From the evidence available the Ombudsman considered that SP could have stopped the transfer of this service from going through due to the powers it had, and also that it was aware that C did not wish for the transfer to happen, before it was due to take place. Therefore the Ombudsman required SP to take the necessary actions to reconnect C's line back with it, without charge from, credit C's account with one month's line rental when this had been actioned, and also provide C an apology for not stopping the transfer initially.

34.3

C transferred C's telephony services to SP but found that SP delayed the transfer of C's line rental service for a period of approximately two months, without explanation. C also found that SP had registered C's line as ex directory when this was not requested and that C would no longer receive either a phone book, or be able to contact C's previous provider in there was a problem. C complained to SP for a number of months, including in writing but maintained that despite SP advising the matter would be sorted, it was not. The Ombudsman found, from the information provided, that it was clear that SP had delayed C's line transfer due to an internal error, and that it had also incorrectly transferred C's line as ex directory. SP maintained that it was unaware of C's complaint until a short while before the Ombudsman's intervention and that upon receipt of C's letter, it took actions to resolve C's complaint. The Ombudsman notes this and welcomed this action, but considered that SP should have confirmed its actions in writing to C, as a response to C's formal written complaint. Furthermore, the Ombudsman found that in line with SP's Term and Conditions, C was entitled to a phone book for C's local exchange. However, the Ombudsman explained to C that C would no longer require the services of C's previous provider, as SP would, and could, now provide such services. The Ombudsman required SP to credit C's account with a further small goodwill payment, provide C with a phone book, confirmation of its previous actions, and also an apology for any shortfall in customer service received to date.

36.0 Tariffs

36.1

C requested a service from SP but stated he did not receive the appropriate reduction in charge or refund. SP investigated the account and found C was on a similar tariff to the latest one. SP calculated and applied appropriate refunds but C thought this was less than the total owed.

The Ombudsman found C had received the appropriate refunds but that customer service from SP had been poor. SP was therefore requested to make a goodwill payment in recognition.

38.0 Terms and Conditions of Contract

38.1

C agreed to transfer to SP but complained that SP took over line rental and not just calls as was required. SP investigated and said C knew, at the time that the verbally binding agreement was made, that the line would be transferred too.

C requested account termination to which SP applied a termination fee, citing its Terms and Conditions. These state a seven day cool off period was allowed but after that the customer would be bound by the contract. C requested termination outside the cooling off period and so the termination fee was valid.

The Ombudsman agreed that the contract was valid and recommended that C accept the cancellation of the termination fee as suggested by SP, as the full and final settlement.

38.2

C complained about being tied in to a long contract by SP, when the sales representative made C believe it would be a short term contract. SP investigated and found that the conditions of the contract were clear.

The Ombudsman agreed with SP, that the contract was quite explicit and given that the sale was made to one individual and the contract signed by another, any confusion should have been raised before completion.