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1.0 Auto Diallers

1.1

C had problems with connection speed and wanted SP to increase the speed. SP advised the speed could not be increased further.

The Ombudsman found that C's postcode may be able to offer high speeds, but this is not guaranteed. In fact information on the Wholesale website showed that due to C being a certain distance from the exchange his line could only support lower speeds. On the balance of evidence available, the Ombudsman did not consider SP would be in a position to increase the connection speed. Therefore, it was proposed that that in order for C to receive a stable connection the line was to be capped. The Ombudsman required SP to provide C with an apology for shortfall in service levels.

1.2

C disputed the length of contract in place with SP. SP maintains a valid contract being in place. SP will not allow C to cancel service unless C makes a termination payment. SP maintained cancellation fee in accordance with its Terms and Conditions.

Ombudsman found no shortfall in customer service. SP had acted in accordance with the agreement in place. C was therefore liable for the outstanding balance; including the Termination fee.

1.3

In light of the issues discussed in my review of this complaint, I propose that the Ombudsman requires BT to:

- provide him with a landline
- remove connection fee of £124.99
- a further £50 as a goodwill gesture to recognize the inconvenience he was caused because he was without his service and because he had to contact the company on a number of occasions, and as a contribution to the costs he incurred.

1.4

C had no telephone and broadband service for a number of weeks. SP explained the delay and offered an apology and compensation. C rejected this.

Ombudsman found that the SP had provided a fair resolution to the matter. It required the SP to maintain its offer.

2.0 Billing

2.1

C [business customer] disputed call charges with SP. SP investigated and maintained the charges. C complained about the level of customer service from SP. SP escalated the case and C referred it to complaints department. C stated that SP had failed to respond to one letter. SP maintained the charges.

The Ombudsman required SP to send a letter of apology and to offer a goodwill payment.

2.2

C cancelled their mobile contract. However, the SP continued to bill C. C kept calling to cancel but the SP did not cancel the contract. C wrote in again. The SP responded in writing to say that it was cancelling the contract, but again failed to do so.

The Ombudsman decided that the SP had failed to cancel the contract. The SP was required to forward a goodwill gesture and an apology to C.

2.3

C applied for a broadband service from an SP. The service went live but C was unable to set up a Direct Debit payment scheme with the SP. This meant C kept incurring payment processing fees.

The SP failed to provide any evidence as to why it had a problem. The Ombudsman decided that there had been a shortfall in customer service and required the SP to ensure the facility was set up, refund the payment processing fees and forward a gesture of goodwill to C.

2.4

C received a higher bill than expected due to an engineer's visit charge being added to the account. C disputed the charge, but after receiving demands for payment paid the amount and moved service providers. However, C continued to dispute the charge was valid.

It was informally agreed that SP would refund the disputed amount, send C a goodwill payment and a letter of apology.

2.5

C contacted the SP to cease the service, but the account remained active and payments were taken from C's account. C's son raised a complaint with SP, but the problem remained.

It was informally agreed that SP would backdate the account to the cease date, refund any overpayments, send C a goodwill payment and a letter of apology.

2.6

C ordered a broadband service from a telephone service provider. Although C did receive broadband, the company failed to send C bills. C contacted the company on several occasions and was promised that this error would be rectified, but this did not happen.

It was informally agreed that SP would send C a first bill revised according to the Ofcom ruling, set up C's Direct Debit payments, apply a goodwill credit to the account and send C a letter of apology.

2.7

C changed the call plan with SP on the basis that C continued to have free day time calls. C complained when the bill arrived as C had been billed for daytime calls. SP maintained that this had been explained to C when C changed the call plan. SP listened to the sales call and noted that SP adviser had confirmed C would continue to receive inclusive daytime calls. SP apologised and offers to refund the charges. SP identified that C's broadband account contained charges and agreed to remove these.

The Ombudsman requires SP to send a written letter of apology for the shortfall in customer service; to refund call charges; refund broadband charges; release C from the contract without penalty; supply a final bill for C and to make a goodwill payment.

2.8

C used a pin operated call barring system to stop premium and mobile calls being made on C's telephone. However, C says that SP disconnected their line and when reconnected SP did not reinstate the call barring facility. C said they did not notice until 6 months later when they received a very large bill. However, SP said that they did not disconnect C and that the call barring facility was purely customer controlled.

The Ombudsman found no evidence to show that C had ever been disconnected and said that somebody in the household must have known the pin number and had then taken the barring off the line. The ombudsman found that C was liable for the calls and required SP to take no action.

2.9

C joined an SP for TV, broadband and a telephone service. However, the SP was unable to provide the free broadband service and wanted to charge C per month. C agreed to this but was not happy. However, the SP failed to provide this and C stopped payment for their TV package.

The Ombudsman decided that there had been a shortfall in customer service. The SP was required to apologise and to maintain its offer to cancel the account and the outstanding balance.

3.0 Broadband

3.1

C complained that SP failed to provide the service requested of it, before C decided to cancel. SP investigated and reported problems with C's previous service provider and later with the local telephone exchange not having spare capacity. It offered a goodwill payment, but C considered this to have been inadequate.

The Ombudsman decided there had been poor service for C, but it was not attributable to SP. SP was required to allow C to cancel the contract for broadband, without incurring a penalty fee. It was also required to refund C's telephone call costs, on the proviso that proof was provided by C.

3.2

C was a current customer of SP and on contacting it for a more competitive broadband option stated that SP offered a reduction on the bill for 12 months and a special service. C agreed but had difficulties with connecting the special service. On contacting SP an engineer was organised to attend C's property. After three engineer's visits the service was still not connected and C discovered that the discounted price was by way of cash back. C complained by letter, email and telephone. C alleged that during one of the engineers' visits an indoor aerial was broken. SP apologised and made attempts to call C without success. C stated that on trying to return SP's calls difficulties were encountered with speaking to an adviser.

On referral to the Ombudsman SP offered further apologies and a goodwill payment amount. The Ombudsman considered that C should be given the option to terminate the agreement without penalty and seek another provider on the basis that C had agreed to be provided by SP without being given full information and that the special service would be provided which it wasn't. Alternatively if C remained with SP then the special service was to be set up and any charges refunded to date. The goodwill gesture was insufficient for the customer service errors and so was increased. This also covered an amount in lieu of the damaged aerial.

3.3

C experienced delays in having broadband activated. The SP advised C that they needed to obtain a MAC before it complete its order. C then experienced problems with an engineers visit and this had to be rescheduled, which meant a further delay before broadband was activated. The SP made several goodwill payments. C requested to cancel their account and the SP did this and cleared the account balance for C. C then requested for their services to be reactivated. C continued to experience a poor level of customer service.

The Ombudsman considered that C had experienced a shortfall in customer service, which led to them cancelling their account. However, the Ombudsman considered the goodwill payments made by the SP up to that point were reasonable. However, the Ombudsman was of the opinion that C then encountered further service shortfalls. The SP was required to make an additional goodwill payment and write a letter of apology.

3.4

C signed up for SP's broadband service and SP placed the order incorrectly and this lead to one week's delay in provisioning the service. As a result of this SP has created two separate accounts for C rather than one. C has been trying to resolve this for over six months. C complains that a welcome pack was not supplied and C was unable to access the service. SP acknowledged that it experienced problems with its server that contributed to C's issues.

The Ombudsman requires SP to send a written letter of apology; credit the account with three months line rental; send out welcome pack; ensure discounts are applied whilst accounts are amalgamated; to release C without penalty and to make a goodwill payment.

3.5

C moved their telephone and broadband service but the SP continued to charge for their broadband for the next 11 months. C complained to the SP who did not appear to know they had cancelled. However, the SP failed to deal with the complaint and did not provide any evidence upon request by the Ombudsman's Service.

The Ombudsman decided that C had given notice and should not have been charged. There was no contradictory evidence to say otherwise, so the SP was required to refund the payments and also to provide a goodwill gesture.

3.6

C decided to move business premises and contacted their SP. The SP arranged for the line to be transferred and this appeared to be fine. However, C then discovered that they had no broadband service. C entered into a contract with the SP thinking they

could obtain a broadband service quicker than their current provider could do. However, C changed their mind.

The Ombudsman decided that the SP was responsible for the smooth transfer of C's line and therefore its associated services. The SP was required to apologise and to maintain its offer of cancellation without penalty. It also had to forward a goodwill gesture.

3.7

C complained to SP about a broadband connection. SP was unable to resolve the issues but refused to release C from the contract without fee. C complained to SP but SP failed to respond. C contacted SP further and asked to be released from the contract. SP agreed but gave an end date several months longer than the contract term. C's telephone service was disconnected and C asked SP to reinstate it. SP failed to act on the request.

The Ombudsman noted that SP had failed to address the complaint fully and appropriately. Prior to investigation SP reinstated the telephone service and released C from the contract without charge. However, the Ombudsman also required SP to issue a small goodwill payment in recognition of the failure to respond to letters received and the shortfall in customer service.

3.8

C decided to switch to SP for telephone provision but found that a new telephone number had been set up during the transfer. The number change meant that C's internet connection would not work. When SP said that the original number could not be restored, C paid the initial bill and purchased new equipment to enable a temporary internet connection to be made and informed contacts of the new number. Days later, C found that the number had been changed again. After SP failed to return calls, C wrote to SP cancelling the contract and asking for compensation. Despite that, SP had continued to send C bills for its service. C wanted SP to refund the charges paid, to reimburse the costs of the new equipment and to pay compensation for the stress and inconvenience caused. SP did not respond to the Ombudsman's requests for information.

The Ombudsman required SP to cancel C's contract without penalty, cancel any charges levied after the date of cancellation and make an appropriate goodwill payment.

5.0 Cancellation

5.1

C cancelled their service in June but continued to be charged for the service which was not noticed until several months later as receive online billing and did not have a computer to be able to check this. C contacted the bank and discovered payments were

being taken. C made several telephone calls to SP and send emails and letters but received no response. C experienced poor customer service over the telephone. SP did not provide a case file for this case.

It was recommended the account be cancelled without penalty if one is raised. To refund any monies taken after the date of cancellation, to ensure no adverse affect on C's credit rating, to send a letter of apology and to make a goodwill payment.

5.2

The C requested cancellation of two mobile phone contracts; however, the SP only recorded the cancellation request in relation to one contract. When the C realised that the contracts had not been cancelled the SP was contacted. The SP advised that a further 30 day notice period would be required. The SP provided evidence that it had received the cancellation request on one contract and, on the balance of probability; it was deemed that cancellation would also have been requested on the other contract. The Ombudsman required both contracts to be cancelled from the date of the initial request and required any outstanding balance after the date of cancellation to be removed.

5.3

C states that SP confirmed it would pay any termination fee from previous provider, which was not the case. C requested refund of fees and compensation.

SP states no evidence that this was agreed and refers to its Terms and Conditions.

The Ombudsman requires SP to refund fees incurred or receipt of proof of payment and to cancel outstanding account balance.

8.0 Customer Service

8.1

C arranged for a line to be installed but the engineer did not turn up. C cancelled the order but then incurred charges from the SP. C made several complaints to the SP but it failed to respond. C experienced a poor level of customer service. The SP failed to provide a case file.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to refund the charges on C's account and make a goodwill payment. The SP was also required to write a letter of apology.

8.2

C requested broadband but SP took over 5 months to activate the service. C also contracted a virus and had difficulties in receiving wireless broadband once activated. C also claimed to have received a poor standard of customer service.

The Ombudsman felt that the SP had taken an excessive time to activate C's broadband and required the SP to send a written apology and make a goodwill payment. The Ombudsman also felt that the Engineer had failed to provide a suitable standard of service and requested that a goodwill payment be made. In addition to this the Ombudsman felt that C had received a below standard level of customer service and requested that SP send a written apology and make a goodwill payment.

8.3

C ordered broadband with SP. SP confirmed this in writing and then became aware C's line could not support the service for technical reasons. SP failed to inform C of this for some time. SP took monies for service and cancelled broadband following contact from C.

The Ombudsman required the SP to make a goodwill payment for the poor service and inconvenience caused. Also to confirm in writing that it has refunded all charges relating to the broadband service.

8.4

C requested separate billing from the telephone and broadband supplier and was initially informed that this was possible. However, later C was told that this was not possible and C complained that SP had provided misinformation. C complained directly to the company, but SP did not reply to all correspondence.

It was informally agreed with C that SP was not able to take the action initially promised and therefore SP sent C a goodwill payment and a letter of apology.

8.5

C signed up for SP's service and waited four months for the line to be re-instated and when it was it did not work correctly. C complains that SP supplied C with different explanations for the delay and SP stated that it supplied C with details received from a third party. SP indicated that C should contact SP. SP made a goodwill gesture which C rejected.

The Ombudsman requires SP to send a written letter of apology and to make an increased goodwill payment.

11.0 Disconnection

11.1

C complains that SP has billed for an early termination fee when C required only the line to be installed and C states SP did not mention a 12 month contract was supplied by SP. C has written to SP and received no response. The issue remains unresolved after six months. SP supplied no case file.

The Ombudsman requires SP to provide a letter of apology for the shortfall in customer service; to cancel invoice for termination charges; to notify debt collection agency that the debt has been cancelled; and to make a goodwill payment.

11.2

C requested his account be cancelled but on discovering he would be charged a cancellation fee cancelled this request. The C then received a bill including the cancellation fee. The SP agreed this was a mistake and refunded the fee only to then include the fee on the next bill. This continued for several months.

The Ombudsman required that the SP write to C, apologising for any inconvenience he may have been caused due to this complaint, the time taken to review his complaint and for shortfalls in customer service. The SP was also required to ensure the fee had been refunded to C and confirm if the account was closed and ensure that no penalty charges had been applied. In addition to this the SP was requested to make a goodwill payment.

11.3

C was transferred to a different SP without giving consent or being informed. The investigation by the Ombudsman revealed the mistaken transfer was the result of an error by the SP. SP had inputted the wrong address.

Due to the inconvenience caused to C, the Ombudsman required SP to make written apology, ensure C's credit rating not affected, and make goodwill payment.

11.4

C says that telephone was disconnected without warning in error by SP. C requests an explanation and an apology from SP.

SP considers that responses provided to the complaint are appropriate and adequate.

The Ombudsman requires SP to provide a full explanation in writing and a goodwill payment for the shortfall in customer service identified.

12.0 Disputed Charges

12.1

C advised they contacted SP and ordered its broadband service. C paid a deposit. No router was sent and C cancelled and was refunded the deposit. SP charged C for rental of service. C advised SP promised to deal on a number of occasions.

SP advised Ombudsman the matter had now been resolved with C directly and included a letter to C which apologised and explained credits on account.

The Ombudsman wrote to both parties to confirm matter has now been resolved.

12.2

C cancelled their account with the SP and discovered they had been entered into a long minimum term contract. C incurred an early termination fee which they disputed. The SP offered to reduce the early termination fee. C experienced a poor level of customer service.

The Ombudsman took into account an investigation conducted by the industry's regulator concerning the SP's sales practice and considered this applied to C. The Ombudsman required the SP to refund the early termination fee and make a goodwill payment for the shortfall in customer service. The SP was also required to write a letter of apology.

12.3

C took out a contract with the SP, which included a refurbished handset. However, the handset did not work. C also disputed charges incurred on the bills received. The SP cleared the outstanding balance on the account and the case was informally resolved when the SP offered a goodwill payment in recognition of the inconvenience caused.

12.4

C contacted SP and agreed to set up service. C asked about the cost of calls to certain international mobile destinations and was informed they were free. C made calls and received bill and contacted SP to complain. SP did not respond to C's calls and failed to respond. SP did offer to refund calls in question and offered a goodwill gesture. SP acknowledged the call recording shows C was advised incorrectly that the calls would be free. C rejected SP's offer of resolution.

The Ombudsman required SP to: allow C to cancel service without penalty, provide a goodwill gesture, refund the calls in question and apologise to C in writing.

12.5

C received an unusually high invoice from SP. After investigation SP advised this was as a result of data usage on C's mobile whilst abroad. C accepts C used service but disputed the cost. SP investigated and confirmed correct.

C was unhappy with SP's handling of the complaint. SP and C were in regular contact regarding the dispute and the charges were maintained by SP. SP gave C a goodwill gesture which C accepted

The ombudsman required no further action from SP.

12.6

The C cancelled the internet service with the SP within the cooling off period, however, the SP failed to instigate the cancellation request resulting in charges for C. The Ombudsman required all charges to be refunded and also required the SP to send a full apology and to make a payment of goodwill in light of the shortfall in customer service and the inconvenience caused.

12.7

C moved into a new house and requested telephone services from SP. However, C then incurred a charge for SP having activated the line. C disputed the charge with SP maintaining that no new line had been installed and also that there was no engineer visit. C complained to SP but it maintained the charge as correct.

In full consideration of the information provided, the investigation considered that C had been correctly advised of the possibility that a charge may apply, beforehand. On this basis, no further action was proposed. However, it was found that C had experienced a shortfall in customer service in relation to C's response to the complaint and on this basis; a small goodwill gesture was awarded.

12.8

C says that after cancelling the telephone and broadband service C was charged a cancellation fee by SP. C disputes that as C states not made aware of this fee or any terms and conditions. C contacted SP but did not receive a satisfactory response. C contacted the Ombudsman. The Ombudsman requested a case file from SP who then contacted C and resolved the matter.

12.9

C had credit on the telephone account. SP took payment from C's bank account despite this. C contacted SP to seek clarification but received no response. C contacted

Ombudsman. The Ombudsman contacted SP and requested case file. SP then contacted C and resolved complaint. No further action required by the Ombudsman.

12.10

C disputed the charges with SP. SP in turn disputed the charges with a third party who lowered the charges and revised the amount. C further disputed the charges with SP. SP queried further with the third party who affirmed the remainder of the charges as correct. SP maintained the charges since it was C's decision to let the engineer carry out work at his property.

In relation to the remainder of the charges, the Ombudsman considered there was no justification in these being reviewed further as the third party had already advised SP that the remainder charges would stand due to work being carried out. Whilst the Ombudsman appreciated C's concerns that the work only took a short while to complete the charges levied on the account had been applied by the third party. SP in this case passed on the charges to C to pay for work carried out. The Ombudsman's role was not to question whether the charges were reasonable as this matter fell within the realms of a commercial decision taken by the third party. Since the engineer visit had been agreed, C remained liable for the charges. If C wished to challenge these charges further, C was recommended to make a claim via the Small Claims Court.

12.11

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.

12.12

C claimed that SP had agreed to provide one level of tariff but had then sent bills for a different one, which had meant charges which would have been included within the correct tariff, had been charged separately. C had complained to SP and had initially refused to settle bills until the matter was sorted. SP had then referred the debt to a Debt Collection Agency so C had paid the bills under protest. C wanted SP to refund disputed bills, to provide the correct service free-of-charge for a period to compensate for its errors and to amend any inaccurate credit information, which had been recorded. Sp did not respond to the Ombudsman's request for information.

The Ombudsman decided that the information provided by C did not support the complaints made and decided that no further action was required by SP.

12.13

Mobile Phone Customer - Disputed Charges following loss of handset.

The complainant believed that the complainant had misplaced a mobile phone handset and contacted the Service Provider to ensure that the account was placed on the lowest possible tariff. Some months later the complainant received a high bill and established that the handset had not been misplaced but had actually been stolen. The complainant disputed the charges and claimed that the Service Provider should have maintained the account at the lowest tariff as had been agreed.

Before the Ombudsman reached a decision in the complaint, the Service Provider offered a goodwill gesture of removing the disputed charges and ensuring that shared credit reference rating information about the complaint was not adversely affected. These actions satisfactory resolved the complaint.

12.14

C signed up for SP's broadband service and has been unable to obtain a reliable connection. SP sent out two engineers's to diagnose and repair the fault and this has led to neighbouring houses losing their connections. SP assigned three technical experts to resolve the issue and it is outstanding nearly 12 months after C raised the issue.

The Ombudsman required SP to make a goodwill payment.

12.15

C was unhappy that SP continued to raise charges for an upgraded tariff even though this had been cancelled within the cooling off period. SP investigated the account and accepted that C had cancelled the upgrade in good time and therefore agreed to amend the account appropriately.

The Ombudsman considered that although amendments had been made, SP had displayed shortfalls in customer service as C's concerns were not addressed in a timely manner. Therefore SP was asked to provide C with a goodwill payment and apology.

12.16

Domestic User - Cancellation of account but continued to be billed.

The complainant requested a line rental from the Service Provider. The Service Provider processed line rental and calls but the complainant cancelled the request within the cancellation period. However, the Service Provider continued to bill the complainant. The complainant sent numerous emails and letters to the Service Provider to try to resolve the problem but did not receive a reply to them. The complainant complained to the Ombudsman.

The Ombudsman required the Service Provider to make a goodwill payment in recognition of its failure to respond to correspondence and to confirm with the complainant in writing that the account had been closed, the balance cleared and no adverse history made about the complainant's credit reference rating.

12.17

C complained that SP continued to bill C for service at old address when C had requested cancellation. C sent a final letter to SP but received no response. C requested a substantial compensation payment. SP said that an account error occurred that prevented the account from being disconnected. SP admitted it had also referred the final balance incorrectly to a collection agency. SP said that the account had now been closed with a zero balance and C's credit file had not been affected. SP said that C's claim for compensation was excessive.

The Ombudsman said that the failure to disconnect the account and to continue to send incorrect bills for five months was viewed as a service shortfall. In addition SP referred the incorrect final balance to a collection agency and also failed to respond to C's letter received by recorded delivery. The Ombudsman however said that C's compensation claim was disproportionate to C's complaint. The ombudsman required SP to award a goodwill payment, ensure C's credit file had not been affected and to send a letter of apology.

12.18

C said agreed to transfer calls only to SP. SP however transferred C's lines. C complained after several months SP agreed to allow C to transfer service without penalty. C then received a termination fee. C disputed this and sent letters to SP without resolution or response. SP said that C had agreed to service. To resolve the issue SP said it agreed to allow C to transfer lines to another provider but not the calls. C then transferred both and so SP charged a termination fee.

The Ombudsman noted that without a recording of the sales call it could not be known what was discussed with C. The Ombudsman therefore examined the welcome pack and noted that this did not clearly inform C that lines would transfer to SP. The Ombudsman was also concerned that SP failed to investigate for four months. With regard to transferring line and calls without penalty the Ombudsman could only surmise that a misunderstanding took place. In recognition of the delays and any misinformation given the Ombudsman required SP to refund the termination fee, ensure that C's credit file had not been adversely affected and to send a letter of apology.

12.19

C a change of agreement with SP as C wanted SP to provide the line rental only with calls and broadband to be with another provider. C wanted to keep the same telephone number. SP disconnected C's line and gave C a different landline number without

informing C of the change. SP then reinstated the number but charged C for two lines and two sets of calls. C contacted SP on numerous occasions.

The Ombudsman recommended SP reimburse the line rental for the second telephone number and confirm that account was closed with no outstanding balance; confirm in writing that only line outstanding was outstanding; pay to C the sum of £35 as a gesture of goodwill for the shortfall in customer service and inconvenience suffered and provide a written apology for the shortfall in customer service and inconvenience experienced

12.20

Business Customer – Dispute over existence of a Minimum Term Contract.

The complainant discovered that a minimum term contract had been put in place by the Service Provider and questioned this. The Service Provider claimed that a person acting on behalf of the complaint had entered into the contract and it was valid. The complainant was unhappy with this and complained to the Ombudsman.

The Service Provider was unable to provide the Ombudsman with the call recording in relation to the contract or to show that the person who made the call had the authority of the complainant to enter into such a contract. In these circumstances, the Ombudsman directed the Service Provider to release the complainant from the contract without penalty.

13.0 Equipment

13.1

C was unhappy that the SP took a significant period of time to provide a fully operational service and apply C's original telephone number. The SP confirmed that the telephone service was now operational with the correct telephone number, but C was still querying the charges raised.

Although the service had now been provided, the Ombudsman requested that the SP investigate the charges raised. In addition, the SP was asked to provide an additional goodwill gesture and apology to the payment already proposed.

14.0 Faults (Equipment)

14.1

C experienced an intermittent fault on C's service and reported this to SP on many occasions. This occurred over a period of three months which led to C complaining to

SP. C also requested a refund from SP for new equipment which C maintained C was advised to buy by SP's Agent.

It was clear that C had experiencing intermittent faults with C's service but it was also evident that SP had already applied a refund for the service charges incurred for that period. SP also provided a recording of the call in question and the investigation found no evidence to suggest C was told to buy any new equipment. However, SP had acknowledged that C should receive further recompense for the inconvenience and costs for the loss of service and the investigation also found further shortfalls in customer service in relation to SP's lack of response to the complaint. Therefore, it was proposed for SP to provide C with a goodwill payment and apology.

14.2

C was without a broadband connection for five weeks. C spent along time on the phone to SP trying to resolve problems. A replacement modem turned out to be faulty and the problem was fixed when a second modem was issued. C sought compensation.

The Ombudsman directed that SP should make a goodwill payment.

14.3

C complained that telephone system had been mis-sold because it was faulty. C complained to SP but remained dissatisfied with its offer of goodwill. SP said that the fault was caused by third party web equipment and not the telephone system. SP said that the proposed goodwill was acceptable.

The Ombudsman said that based on the information provided there was no evidence to suggest that the system had been mis-sold. The Ombudsman also noted that the faults were caused by third party equipment and that no further faults had been reported since 2005. The Ombudsman said that the proposed goodwill was viewed as a reasonable resolution and could find no justified reason why the SP should remove the telephone system and refund C.

14.4

C says that after contacting SP to report a faulty handset the company refused to fix it. SP says that no such request was made. The Ombudsman could find no evidence of any alleged request by C. The Ombudsman found that C was not replied to correctly and considered this to be a service shortfall.

The Ombudsman required SP to make a goodwill gesture credit against the outstanding balance for the errors within the replies sent and send a letter of apology for the service shortfall highlighted in the report.

14.5

C took out a monthly mobile phone contract with SP, but soon discovered a fault on the handset. C returned the handset to the shop and it was sent for repair but the phone was returned and C still encountered the same problem. C returned to the store and received poor advice on how to make phone work. C was not offered a replacement phone or the opportunity to have it repaired. C called SP's Customer Services and arrangements were made for phone to be collected by a courier, which did not happen. C requested cancellation of contract and SP informed C of Early Termination Fee. C cancelled Direct Debit. C complained to SP and was offered a replacement handset, which was later retracted. SP then requested the outstanding balance via a Debt Collection Agency.

The Ombudsman decided that C had received a poor level of service from SP. The SP was asked to maintain its offer of a replacement handset, or allow C to cancel the contract without the application of the Early Termination Fee. SP was also instructed to remove all rental charges for the period after C reported the fault on the handset. The Ombudsman also requested that C's details were removed from Debt Collection Agency's files and SP to confirm that C's credit rating had not been adversely affected. SP was also instructed to award a goodwill gesture and send a letter of apology for the poor service provided.

15.0 Faults (Line)

15.1

C complained that Caller Display with SP did not work. C called SP and sent several letters but SP failed to respond or provide a resolution. SP did not provide a case file.

The Ombudsman was concerned that SP had evidently failed to investigate or resolve the problem with the service for six months. SP had also evidently failed to respond to C's letters. The Ombudsman said that C had received poor customer service. SP was required to investigate the fault and keep C updated, award a goodwill payment and send a letter of apology.

15.2

C states that SP has not provided a usable service from inception, resulting in increased costs and inconvenience.

SP states that it concedes C has not received a full service and offers penalty free cancellation, a refund of monies paid to date and a goodwill payment.

The Ombudsman requires SP to cancel the contract penalty free, refund all monies paid for the service, provide a letter of apology and make a goodwill payment.

22.0 Internet Connection

22.1

C experienced problems with their internet connection and contacted the SP. C was passed between departments and given different reasons why she could not connect to the internet. C complained that multiple accounts had been set up but the SP failed to comment on this. C experienced a poor level of customer service.

The Ombudsman was concerned that the SP had failed to assist C with their technical problems. The Ombudsman required a senior member of the SP's Technical Support Team to contact C to discuss the connection issue. The Ombudsman also required the SP to investigate the multiple accounts C had mentioned. The Ombudsman was of the opinion that C had experienced a shortfall in customer service. The SP was required to make a goodwill payment and write a letter of apology.

22.2

C had broadband service with SP. The SP disconnected C's service in error, causing the C to lose service for a period.

The Ombudsman required the SP to make a goodwill payment and written apology to C for the inconvenience caused.

24.0 Mis-selling

24.1

C claimed that SP mis-sold the service by promising that the broadband service would be free. SP told the Ombudsman that C was informed that the free broadband service was not available and instead offered an alternative broadband service at a cost.

Although the Ombudsman had no reason to doubt SP this was not clear from the call logs provided and furthermore, no sales recording was forwarded as SP initially promised C. The Ombudsman required SP to allow C to terminate the package as a goodwill gesture. However, C remained responsible for use of services.

24.2

C took out mobile phone contract with SP and was of the opinion that this was mis-sold on the basis it could not guarantee a call level. C cancelled contract and complained to SP.

The Company confirms it maintained contract and advised C of its terms and conditions which C agreed to at point of sale.

The Ombudsman considers the offer made as acceptable and requires no further action other than resuming follow up on account as C is liable for remainder of contract.

24.3

C ordered a business line from SP and was advised they would incur no early termination charges from previous SP. C then received an early termination charge from previous SP. C would like new SP to pay for this. SP advises it does not pay charges that customers incur as a result of early termination fees from previous service providers.

The Ombudsman found C was mis-advised, however, it was found C could have cancelled with new SP and stayed with original SP to avoid these charges. SP was not required to pay C the early termination charge they incurred from previous SP. However, SP was required to award a gesture of goodwill in recognition of the mis-advice C had been provided with and apologise.

25.0 Network Coverage

25.1

Mobile Broadband user - Poor reception

The complainant purchased a mobile broadband from the Service Provider but the signal was poor and rendered the service unusable. The complainant advised the Service Provider of a house move but the Service Provider continued to send bills to the complainant's previous address. The complainant was unable to resolve the situation with the Service Provider and hence, complained to the Ombudsman.

Before the Ombudsman completed an investigation into the complaint, the Service Provider agreed a resolution whereby the complainant would be refunded for line rental and the account would be cancelled and closed. This agreement effectively resolved the issues without intervention by the Ombudsman.

32.0 Refunds

32.1

C entered into an agreement with a cash back offer. C failed to receive a bill and so contacted SP for it to be resent. SP duly sent the bill again but noted on the account there maybe a delay due to postal action. C did not receive the bill and contacted SP again as the deadline for the cash back was approaching. C then wrote requesting compensation and the cash back amount as the bill had not been received. SP responded saying it would consider this on provision of information regarding the cash back agreement. C refused to send this without confirmation of a compensatory payment. SP refused compensation and the matter was deadlocked.

The Ombudsman considered neither party at fault. C had missed out on a payment due to a failure to receive the bills and SP had sent this on two occasions. SP was not a party to the cash back agreement and it had fulfilled its obligations in sending the bill. However as it had offered to pay this amount as a gesture of goodwill, the Ombudsman considered this to be more than reasonable provided that C gave further details by email of the cash back agreement. SP need not compensate C further as it was not at fault and there had been no errors save for the failure to agree compensation in C's eyes. C was referred to the delivery authority for any incurred expenses.

34.0 Service Transfer

34.1

SP received request to transfer C's line to another SP. C lost service and contacted SP. C advises C never consented to this transfer. SP placed orders correctly and in good faith. SP attempted to cancel order but this failed. SP not at fault for this. On returning to SP there was a great deal of confusion and hence delay.

While C was with SP, C had two separate faults which took time to resolve. C was without service during this time.

The Ombudsman required SP to make a goodwill payment and write a letter of apology for the shortfall in service C experienced.

34.2

C received a sales call offering to transfer telephone services. C declined but asked for details. SP commenced transfer of services. C rang to cancel but SP transferred services. C rang to complain and SP disconnected the phone line. C complained and the phone line was reinstated after five days. C was a vulnerable customer and asked for compensation. SP offered a gift which C declined.

The Ombudsman considered there had been a number of shortfalls in customer service. SP transferred the services against C's instructions, disconnected the line in error and failed to provide promised call backs and respond to letters. The Ombudsman required SP to provide a goodwill payment in recognition of the distress and anxiety caused.

34.3

C applied to SP to provide a telephone service but was met with delays in the provision of the service. C contacted SP to complain and was not shown a level of service normally expected. SP accepted that C experienced delays and offered to clear the cancellation charge. The Ombudsman found that C had received a shortfall in service levels.

The Ombudsman required SP to make a goodwill gesture payment, which includes the termination fee and goodwill gesture, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report.

34.4

Domestic Customer – Failure to halt transfer cancellation.

The complainant requested services from the Service Provider but cancelled the request shortly afterwards. However, the order progressed and the complainant experienced a transfer of line and then a transfer of broadband. This caused severe inconvenience to the complainant who wanted substantial compensation.

The Ombudsman noted that the Service Provider had rightly agreed to accept responsibility for all charges the complainant incurred from the other service providers to put matters right. The complainant remained unhappy with the level of a goodwill gesture the Service Provider offered for the inconvenience and having examined the amount of inconvenience caused the Ombudsman concluded that the Service Provider should increase it and send the complainant a letter of apology

38.0 Terms and Conditions of Contract

38.1

C says SP overcharged for its services and its complaints process was not made public.

SP says that the charges are correct and provides details of where it publishes its complaint process.

The Ombudsman requires SP to provide a copy of T&C, an apology and a full response to the complaint issues, and a goodwill credit.