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## **1.0 Auto Diallers**

### **1.1**

C contacted SP after discovering charges for 0871 calls on the received billing and contacted SP to complain. SP maintained the charges as correct, as the calls had been made via C's equipment. C added that a considerable delay was encountered in receiving a response from SP to correspondence sent.

The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that SP could not have been alerted to the increase in expenditure on C's account. The Ombudsman found that C did not receive a timely response from SP to letters sent.

Therefore, SP was required to offer C a credit against the remaining outstanding balance for the shortfall in service received, along with a full written apology.

### **1.2**

C disputed the PRS calls on the bill. SP stated that the calls charges were correct as these had been incurred by the customer using a rogue internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that SP couldn't be held responsible in this instance as the calls had emanated from C's computer. SP in this case was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line. She required no further action from SP.

### **1.3**

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. SP could not have alerted C to the unusual call pattern. However after activating a call bar on the line, C continued to get charged. The Ombudsman considers this a shortfall in customer service and directs SP to refund the charges generated after the call bar activation date in goodwill.

### **1.4**

C disputed rogue dialler calls with SP. SP maintained. C said that SP had not informed its customers of the problem and also its handling of C's complaint was atrocious.

The Ombudsman said that C was liable to pay SP for the calls. She also said that C had received poor customer service and so SP was required to send C a letter of apology and credit the account with a nominal goodwill payment.

## **1.5**

C contacted SP about disputed call charges that C had not made. The calls had been generated by a rogue dialler inadvertently downloaded by C on to the computer while surfing the internet. C complained to SP, but SP maintained the charges. However, there were customer service issues, which SP had failed to address.

The Ombudsman concluded that C was liable for the disputed call charges as they had been generated by C's equipment. However, SP was required to provide C with a goodwill credit for the delays in responding to letters and the complaint. SP should also have provided C with helpful information much sooner.

## **1.6**

C contacted T after discovering charges for International calls on the received billing and contacted T to complain. T maintained the charges as correct, as the calls had been made via C's equipment. T added that a credit was applied to C's account for any delay in responding to the complaint. C adds that a delay was encountered in receiving a response from T to correspondence sent. The Ombudsman concluded that C has been the victim of what is known as a rogue dialler. The Ombudsman considered that T could not have been alerted to the increase in expenditure on C's account. The Ombudsman was satisfied that C received an appropriate credit to reflect any service shortfall in this case.

Therefore, the Ombudsman requires T to maintain its offer of a payment plan to help reduce the burden of the debt for C.

## **1.7**

C complained to T after receiving a bill including PRS call charges. T explained that this was due to a rogue dialler being downloaded onto C's PC equipment, but C was unhappy stating these calls had not been made. T provided C with all relevant security information, but failed to address any of C's letters or make promised call backs. On review, T stated it could not be held responsible for the charges but accepted it had provided poor customer service. T highlighted that C had been informed about ICSTIS and had advised C to contact the PRS providers for a refund. T also stated it was willing to set up a repayment plan and ensure that any adverse credit information was removed after the remaining balance was cleared.

The Ombudsman concluded that T could not be held responsible for the call charges and that it had acted correctly with the advice provided. However, she considered that an unacceptable level of customer service had been provided. In resolution she required T to send a letter of apology and reduce the outstanding balance with a goodwill credit. She also required T to contact C with the offer of a repayment plan and ensure that any adverse credit information was removed after repayment. The Ombudsman recommended that C contacts the PRS providers for recompense.

## **1.8**

C disputed non-geographic calls on their bill and SP advised they were due to a rogue dialler. SP gave C advice on how to prevent the incident from re-occurring but C continued to dispute the calls.

The Ombudsman was satisfied with the level of service that SP had provided to C and she did not require any further action to be taken by the company.

## **2.0 Billing**

### **2.1**

C was receiving telephony services under a package from SP when C moved house and asked for the services to be transferred there. SP did this but then began to charge C at the incorrect package plan. C repeatedly complained about this but the billing errors were not corrected and occasional disconnections of service occurred due to the resultant non-payment of the incorrect billing.

SP told the Ombudsman that it accepted that billing errors had occurred but these had now been rectified. This was confirmed by information C supplied to the Ombudsman. SP went on to say that it was prepared to send C a full statement of C's account with a letter of apology and make a small goodwill gesture to C for the inconvenience caused to C.

The Ombudsman was generally satisfied that this action by SP would resolve the complaint but the gesture SP had offered should be increased to reflect the time taken for the problems to be rectified.

### **2.2**

C believed that C was paying for SP's call service and that C's calls were being routed through this. However, C then received a bill from another provider for C's calls. C complained to SP and requested a refund of the payments C had made, as well as for the difference in call charges C had incurred. SP accepted that there had been a system error that caused C to be billed for its monthly call package, but maintained it was C who initially requested disconnection of this. The Ombudsman welcomed SP's admissions in this instance and was satisfied that C was due a refund for the package that C had not benefited from. Although the Ombudsman was satisfied that as C had instigated the cancellation of the package originally, C was therefore not entitled to a refund of any lost discounted calls, she was satisfied that C had received a shortfall in customer service from SP throughout the complaint. The Ombudsman required SP to refund C for any package fees paid to date, a small goodwill payment, apology and also a copy of its letter to him that apparently had not been received.

### **2.3**

C's son had an account with SP and requested that the account be transferred in to C's name and asked SP whether there was an outstanding balance owing on the account. C stated that this was zero. However, the account remained in C's son's name and there was money owing. C complained to SP and SP explained that it would not change an account name to a different person, but confirmed that C had access to the account. However, the outstanding balance was payable.

The Ombudsman concluded that no further action was required, as C's son was liable for the amount owing on the account and there was no evidence of poor customer service.

### **2.4**

C contacted SP to complain about a large bill. C had recently subscribed to broadband with another supply and queried several calls to a 08710 number. SP informed C that these were calls to an internet dial up number and were chargeable. C complained to SP that this was not possible, as C was on broadband. However, SP informed C to contact the internet service provider, as C may still have the old dial up settings and modem on the computer and these would need to be removed. C complained to SP about the disputed charges, but SP maintained that they were payable.

The Ombudsman concluded that C was liable to pay for the disputed call charges, as the calls were generated by C's own equipment. She was also happy with the way that SP had answered C's complaint and queries. SP was not required to take any further action in this case.

### **2.5**

C requested cancellation of two accounts. SP failed to act on the request, claiming that it had not been received. C made another request but also asked for the numbers to be transferred. SP arranged for this but, as C did not use the numbers, the accounts remained active. C queried the active accounts and SP advised that procedures do not allow cancellation once the number has been requested for transfer. C made a further cancellation request and SP backdated the request to the original date of request. C sent letters of complaint regarding the account balances. SP closed the accounts with nil balances and issued a goodwill credit. C remained dissatisfied.

The Ombudsman was of the opinion that SP had acted appropriately in respect of the issues raised and no further action was required.

### **2.6**

C queried billing by SP many months after the contract had begun and then requested cancellation of the account. SP required a termination fee as C was in a contract with a minimum term.

The Ombudsman agreed with SP that C should be liable for the service and that a termination fee was justified. However, she could also see there was a shortfall in customer service for C and required an apology and goodwill gesture.

## **2.7**

C contacted T with issues related to billing, disputed payments, unauthorised Direct Debit payments, and a poor level of customer service. T stated that debt enforcement was initiated as payments were not met, but accepted that correspondence was not answered.

The Ombudsman finds that C has received a shortfall in service.

C made a clear request for the account details to summarise the amount outstanding on the account, however this was not actioned by T. T also failed to respond to C's letters of complaint. However, as Mr C did not meet the required payments for services, T was warranted in chasing for payment. Also, T does not process any DD payments until an outstanding balance is cleared to prevent duplicate payments. There was no evidence to suggest an unauthorised payment being taken by T.

Therefore, the Ombudsman believed to bring this matter to a close, T should send a full and clear breakdown of C's account, showing the remaining outstanding balance as requested. T should offer a credit against the outstanding balance along with a letter of apology for the overall poor experiences. C is accountable for all charges remaining on the account. The Ombudsman notes C's request for T to confirm in writing that the credit rating will not have a negative effect, however the Ombudsman is satisfied that C failed to make payments on the account and therefore any default is justified.

## **2.8**

C contacted T to disputed billing charges. C added that a poor level of customer services was received. T stated that all charges raised were correct and routed through its network.

The Ombudsman believed from the evidence provided that T is warranted in charging C for the call charges raised and can find no evidence to suggest that C contacted the company to cancel the services. Although, another service provider account has been set up at Mr Bailey's address, there is no evidence to show that call charges were raised for the same period, and that the account was in C's wife's name. There was no evidence any other service shortfalls in this case.

Therefore, no further action was required from T in this case.

## **2.9**

C contacted SP with issues relating to PRS numbers, billing, disputed charges and poor customer service. SP accepted that a Bolt On had not been applied to C's account as requested and therefore a refund was applied to the account. SP maintained the PRS call charges as correct.

The Ombudsman concluded that C had been inconvenienced in respects to the incorrect charges and also been mis-advised regarding the nature of the PRS call charges by SP

Therefore, SP was required to send C a full and clear breakdown of the refunds applied to the account and the remaining balance. For the service shortfalls SP was required to offer a credit of against the outstanding balance along with a letter of apology for being mis-advised and customer service shortfall.

## **2.10**

C contacted SP as billing was received after a cancellation requests was made. SP maintained the charges as correct and that C did not make a valid request to cancel in the normal way.

The Ombudsman could not justify C's claims that a valid request to cancel the account was made in the normal way, and considers that SP would not have accepted the stated request via email as correctly cancelled, as it should have been made in writing one month prior to the minimum term ending. This is clearly set out in the SP terms and conditions.

Therefore, SP should send C a full breakdown of how the outstanding balance was raised and re-calculate any credits to be made regarding the call credit.

## **2.11**

C took out a mobile phone contract with SP via a third party (TP) retailer who offered C a cash back incentive. C initially complained to SP regarding calls that C was advised by TP were inclusive of the free allowance. SP maintained that the calls were chargeable but did provide C with a small goodwill payment for any misunderstanding. C then complained to SP that C had not received the cash back from TP as per the contract. SP advised this was TP's independent offer and had nothing to do with SP as it was only to provide the service. C had been offered a reduced monthly tariff as part of this deal however SP was to charge for the full monthly fee. C was not happy with this and cancelled C's Direct Debit. SP maintained that the complaint was not with it and continued to charge and request payment from C. C made numerous contacts to SP throughout but despite attempts from SP to resolve the matter and advise accordingly, C remained unhappy. The account was referred to a debt collection agency but SP had since placed it on hold whilst it was investigated by the Ombudsman. The Ombudsman stressed to C that she was not in a position to consider any complaints regarding TP, and considered that the cash back offer was a TP complaint as she could find no evidence to suggest the offer was from SP. The Ombudsman was also satisfied that the

disputed charges were both chargeable and correct and therefore welcomed SP's goodwill payment for this. The Ombudsman also found that overall SP had responded to and tried to resolve C's complaint at every level and that the matter had been escalated appropriately. The Ombudsman also found no evidence to suggest SP had not complied within its own contract terms regarding the disconnection of C's service and again welcomed its decision to place the account on hold whilst she investigated. The Ombudsman required no further action from SP and recommended that C contacted C's local Trading Standards in order to pursue any complaint regarding TP.

### **3.0 Broadband**

#### **3.1**

C received charges on bill for Broadband service despite not going ahead with the service. C also disputed charges to 0871 numbers. The Ombudsman noted that SP took action to cancel the Broadband service and made the necessary credit adjustments. She found that SP had delivered poor service levels to C as for this required SP to provide C an apology and make a goodwill gesture. She found the charges related to 0871. She also required SP to remove the late payment charges on C's account and provide a payment plan option as a goodwill.

#### **3.2**

C received a broadband service that was not requested and was charged for it. Following complaint to SP it was agreed that the service would be cancelled and all monies would be refunded however after over six months the monies had not been refunded. SP agreed that the service had been poor in not refunding monies for such a long time and offered to make full refund along with an apology and a small goodwill gesture.

The Ombudsman viewed the offer as being appropriate and required SP to implement it.

#### **3.3**

C contacted SP to advise of new address. C said that SP did not inform C of new 12 month contract for broadband. The service was also delayed at the new address and C had to utilise a dial up connection. SP said all its advisors inform customers of new contracts. Its terms and conditions also state that a new contract would be applied if a customer moves premises. SP said it had credited the account with two months rental as goodwill for the delay.

The ombudsman said that C was liable to pay SP a cancellation fee should C cancel within the 12 month term. However, there was no evidence to support that C was informed correctly by Sp and so the Ombudsman requested that SP allow C to be

released from service without penalty as goodwill. SP to award a further nominal goodwill payment to cover dial up costs incurred.

### **3.4**

C complained about an intermittent fault with a service. SP investigated but C was dissatisfied with the time taken. C then experienced the same problem and made a complaint to the Ombudsman. However, SP was unaware of the continued problems. C claimed that SP had provided a temporary fix only because C had provided an explanation. SP explained that the investigation took time and that the fault had to be identified before a fix could be carried out.

The Ombudsman was of the opinion that C had received a poor service from SP but she was of the opinion that this had been addressed once SP credited the account for the period without service. As C had not reported the further problems she could see no reason to require SP to refund any charges. However, SP was required to investigate the matter and provide details of the outcome for C. In addition SP was required to provide free service for a short period as a gesture of goodwill.

### **3.5**

C complained to the SP over technical problems with the broadband service. The SP was unable to resolve these and C cancelled the Direct Debit. A dispute began, with the SP continuing to bill the account. However, on review the SP cancelled the service to enable C to migrate, also cancelling the outstanding balance and the early termination fees as a goodwill gesture. C also highlighted that a refund was still due.

The Ombudsman welcomed the SP's actions to cancel the account, however she concluded there had been avoidable delays and some letters failed to receive adequate attention. In resolution she required the SP to send a letter of apology, provide written confirmation that the account was cancelled and ensure that any adverse credit information was removed. She also required the SP to send a goodwill cheque payment in consideration of all issues.

### **3.6**

C lost broadband service for seven months and said that the problem was resolved after three visits from an engineer from a different service provider. No documentary proof of this was provided and SP said that the matter was resolved after C upgraded the computers operating system. SP provided a credit covering the period that there was no broadband service.

The Ombudsman was satisfied that SP had acted appropriately but required it to provide a letter setting out all credits and debits to the account.

### **3.7**

The Ombudsman concludes C suffered a loss of broadband service when C moved his telecommunications provider back to SP. SP clarified the loss of service was due to the previous service provider failing to go through a simultaneous provide to prevent the cessation of the service; however, when SP escalated the issue, it found C had to wait the normal time period for installation and activation of the service. C claims the loss of services caused a potential loss of business however the Ombudsman concludes SP is not obliged to provide compensation for this loss. C had to make other arrangements to access broadband and in doing so incurred further costs.

The Ombudsman considers C experienced a shortfall in customer service at times on this case. The Ombudsman concludes C was inconvenienced and incurred additional costs when seeking a resolution to the complaint and considers SP goodwill credit offer as reasonable. She requires SP credit the account accordingly.

### **3.8**

C contacted SP with regard to new address. SP did not provide broadband at the new address for C. SP said it would cancel without penalty but then SP took a Direct Debit payment from C. C incurred bank charges due to the payment being taken. C sent four letters to SP requesting a refund of payment and bank charges but received no response. SP said it had sent C a cheque two months after receiving confirmation of bank charges incurred.

The ombudsman said that C had received poor service from SP. SP failed to provide broadband due to an error and failed to refund C in an acceptable timeframe. SP also appeared to have failed to respond to C's letters. SP to send C a letter of apology and award a nominal goodwill payment for the poor service received. SP to reissue refund cheque if C confirms it has not been received.

## **4.0 Call Limit**

### **4.1**

C subscribed to SP's telephone services. A month later SP called C and informed C that the account's call limit had been exceeded. C had never been told of the call limit. SP said C had to pay the charges or C's line would be restricted. C could not pay the charges as C did not have a credit card and pointed out C's payment was not yet late. SP restricted C's services. C cancelled the service. After investigating C's complaint SP agreed to waive all charges.

The Ombudsman was of the opinion that SP should have informed C of the call limit. She could not understand why SP had insisted that C pay the amount outstanding when payment of the charges was not yet due, and could see nothing in the Terms and Conditions that allowed SP to do this. The Ombudsman was however, satisfied that by

waiving all charges on the account SP had offered a reasonable settlement and required no further action.

## **5.0 Cancellation**

### **5.1**

The Ombudsman concludes SP closed the account as requested and correctly maintained charges generated to the account in accordance with the terms and conditions of service agreement. The Ombudsman considers that C remained unhappy with SP's responses and level of service provided on the account.

The Ombudsman notes SP closed the account, recalled it from the credit collection agency and cleared the outstanding balance in goodwill. The Ombudsman requires SP to take no further action in relation to this complaint.

### **5.2**

C cancelled transfer of service to SP. SP did not act on cancellation requests so C's service transferred to SP. C disputed bills raised and sent emails and letters to SP but received no response. Sp advised it had now removed the outstanding balance.

The Ombudsman said that C had received poor service from SP as it failed to cancel the transfer request and also failed to respond to C. SP to send a letter of apology and award a further goodwill payment.

### **5.3**

C subscribed to T's telephone services for two telephone lines. C then cancelled one telephone line. T did not cancel the line and continued to charge C for it, as well as setting up a new account in error. T identified the error and applied credits to the account. C was not satisfied that C had received a full refund.

The Ombudsman agreed with C that T had not fully refunded all incorrect charges. Also, T had applied the refunds to the account that should not have been set up in error. T was required to send a cheque made up of all incorrect charges and an additional goodwill payment to recognise the inconvenience suffered.

## **6.0 Carrier Pre-Select**

### **6.1**

C cancelled SP's service before the transfer took place but due to an error the line rental was activated. SP cancelled the account. C claimed to have experienced business losses due to the error but SP stated that C was on a residential package and claimed no liability for the losses. C experienced a poor level of customer service.

The Ombudsman considered that as C originally agreed to a residential service with SP for their residential telephone number, SP should not be held responsible for any business losses incurred. Nevertheless, the Ombudsman was of the opinion that a clear shortfall in customer service had occurred. SP is required to make a nominal goodwill payment and write a letter of apology.

## **8.0 Customer Service**

### **8.1**

C contacted T as a loss of service was received. C added that a poor level of customer service was experienced in attempting to resolve the complaint. T accepted the service loss and shortfall in customer service and applied a goodwill gesture and credit to C's account.

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

It was clear to the Ombudsman from the evidence provided that C received a loss of service and was inconvenienced in the attempts to resolve the complaint. The Ombudsman recognised the offers already made by T in attempting to resolve C's complaint.

Therefore, keeping in mind the offers already made and the additional offer made by T, the company was required to offer C a goodwill gesture payment, by cheque, for the overall poor experiences to date along with an apology. T should send C a full breakdown of the credits applied to the account.

### **8.2**

C complained to T about being unable to access emails through the company. T then provided advice to allow C access, but C was unhappy stating this had caused loss of all use of the PC. T stated there was no evidence that the advice had caused this problem, but C continued to complain in writing and emails. C highlighted that most went without reply and T admitted that C had received some customer service.

The Ombudsman concluded that it would be reasonable for C to have the PC assessed by an independent computer consultant in order to establish if T's advice had caused the problems. If this was the case, then the Ombudsman required T to make a refund of both the repair and report costs. In not, then C would remain responsible for all costs. In respect of the customer service issues, the Ombudsman required T to send a letter of apology and send a goodwill cheque.

### **8.3**

C's handset was barred and SP stated that it thought the handset had been stolen. SP was unable to remove the bar and C continued to incur line rental charges. C made several complaints to SP which were ignored. C experienced a poor level of customer service. SP refunded the line rental charges incurred by C and made a goodwill offer.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred in this instance. However, she noted SP's goodwill offer. SP was required to fulfil its goodwill offer and ensure that the line rental charges had been refunded. SP was required to write a letter of apology.

### **8.4**

C had several customer service issues with SP that C was unhappy with, and as a result, C decided to terminate the service. However, due to this, C incurred termination fees, and therefore disputed that they should have to be paid due to the previous level of service received from SP. The Ombudsman looked at C's previous complaint with SP only as a basis for information. The Ombudsman was satisfied that although there may have been a shortfall in customer service, that did not warrant cancellation of the contract without penalty. Furthermore, based on the current dispute, the evidence provided suggested C was a business customer of SP. Therefore it was likely that C was still bound by a minimum term contract and in line with the Terms and Conditions, would be liable for a termination fee. The Ombudsman did find more elements of poor service from SP throughout C's dispute that was under investigation, and therefore required SP to credit C's outstanding balance with a goodwill payment, and also provide C an apology for this.

### **8.5**

C took out the service with SP, but was unable that the bills received were more than SP had promised. C requested to cancel the account, but SP continued to bill C and debt collection letters were sent. C complaint to SP, but SP failed to respond to the complaint.

The Ombudsman concluded that C had received a poor service from SP and was required to recalculate C's bills and provide a goodwill credit for failing to respond to the complaint.

## **8.6**

C requested a move for a business account but SP failed to complete the order as requested and then subjected C to a delay. When C complained the matter was not resolved to C's satisfaction, who transferred to a new service provider.

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

## **12.0 Disputed Charges**

### **12.1**

C disputed two call charges on the bill. SP maintained charges as valid. The Ombudsman found the charges to be valid on the balance of probabilities. Due to poor customer service she required SP to provide C an apology and a goodwill payment.

### **12.2**

C had an account with SP. Her sister took a contract with the same SP but took it out in a third party retail store. Somehow the details of the two became confused. It was eventually accepted that there had been confusion however it took SP a long time to sort matters out. SP accepted this.

The Ombudsman required SP to provide a full account to C dating back to the start of the confusion. Any monies that have been collected in error were to be returned to C in the form of a cheque.

In respect of the poor customer service that has been experienced in this case SP was required to provide a goodwill gesture (in the form of a cheque) and a letter of apology.

### **12.3**

C contacted SP to renew a mobile phone package and to arrange for a handset upgrade. SP then had problems with C's account and applied various incorrect charges and sent C billing for them. C complained and was promised that the account errors would be rectified, but they were not and C's services became suspended due to non-payment of the incorrect charges. C complained to SP about this and SP promised again to rectify the account errors but again the next billing C received was incorrect. C also discovered that the handset upgrade was faulty and C returned it to SP but had not been sent a replacement.

SP told the Ombudsman that there were accounting errors and it wished to offer a goodwill gesture of writing off a credit that had been inappropriately applied to C's account and apply a further discount to address these.

The Ombudsman concluded that there were significant accounting errors that should have been rectified much earlier by SP who had promised this to C. The Ombudsman was of the opinion that the goodwill gesture offered by SP to resolve this aspect of the complaint was reasonable.

The Ombudsman also concluded that if it had not already done so, SP should send C a replacement handset without any further delay with a letter of apology.

#### **12.4**

C was a customer of T and enquired about a package to include internet broadband. C required a call divert service for use with a small home based business and agreed to have her landline transferred and the service provided for an extra cost. T failed to set up the call divert service and C complained. T promised to have the service activated. C stated that the service was required prior to a planned holiday. The service was not activated as promised and C made attempts to rectify this whilst on holiday. On the return from holiday C still had difficulty with the call divert and cancelled all the services provided by T. T raised early termination fees for the cancellation of the package on the basis that it had provided these services independently and C made a claim for lost business. T refused to consider this as the agreement was a residential agreement which did not make any provision for reimbursement of such losses. C disagreed.

The Ombudsman considered that the call divert service was a separately agreed package despite agreement to raise one bill and the failure to provide the agreed service would not automatically entitle C to cancel all the services within the agreement period without penalty. T had correctly raised the early termination fees for the original package that had been cancelled. She considered that the agreement specifically absolved any liability for lost profits and consequential losses for the failure to provide a service. The agreement simply covered T's responsibility to the customer in the provision of the service. It was considered to be C's responsibility to ensure that the agreement entered into adequately covered the business. As a result the Ombudsman asked C to consider the offer of waiver of the early termination fees for the original package. If C agreed to accept the offer the Ombudsman required T to clear the account of any charges associated with the early termination, and cover the cost of the return of any equipment it had supplied. These charges were to be cleared from the date of the termination by C. The Ombudsman considered that the call divert service was never successfully activated as agreed and C had been put to inconvenience and expense in attempting to have the service provided. As a result T was to make a goodwill payment and clear any charges raised for the call divert service.

#### **12.5**

The Ombudsman concludes that SP correctly charged C a call out fee for a fault with an internal socket. SP agreed to suspend collection by DD whilst the amount was in dispute. However, SP collected the full amount and C incurred bank charges and costs when seeking resolution to the complaint.

The Ombudsman considers SP was correct to raise the call out charge in accordance with the contract however, in the interest of customer service SP failed to keep its assurances. The Ombudsman accepts SP waived the call out charge, and offered to refund the bank charges and costs C incurred in goodwill. The Ombudsman considers this a reasonable settlement to the complaint.

## **12.6**

C complained of disputed charges on a bill. SP investigated and could find no discrepancies. The Ombudsman considered that the customer service had been good and that there was no reason to doubt the billing for C.

## **12.7**

C ordered a broadband service from SP but was never able to receive the service due to technical difficulties that were insurmountable. C halted Direct Debit payment arrangements to SP for the service but SP wanted outstanding charges from C and charges for the early termination of the account.

The Ombudsman noted that C had never actually received a service from SP and therefore C could not be expected to pay for the service. She decided that SP should refund C with any payments C had made and in reaching this decision she took into account that SP had in principle agreed in a letter it had sent to C that charges applied during the period C had been without a service would be credited to the account. The Ombudsman commented that SP had gone to some lengths in an effort to resolve the problems which she acknowledged. However SP had recommended to C that C fit an additional telephone socket and C did this. C wanted the cost of this refunded and the Ombudsman came to the conclusion that C had acted in good faith to the information SP had given C and it was only fair for SP to refund the costs of the additional socket, as a gesture of goodwill.

## **12.8**

C closed an account, which was later taken over by SP from the previous provider. SP chased the debt on the account but C claimed that it was incorrect. SP investigated and found that some charges had been applied which were not warranted. However, the original balance taken over was valid and payable by C. C refused payment and sent written complaints to SP. SP responded, although C claimed that it had not. C asked SP to waive the balance and issue a written apology.

The Ombudsman was of the opinion that SP had acted in good faith having taken over the account. She noted that the incorrect charges were written off but SP continued to chase payments due. The Ombudsman was of the opinion that C was liable for the charges. The Ombudsman also noted that SP had issued responses to all letters received from C and she could find no evidence of a poor customer service. No further action was required of SP.

### **12.9**

C disputed calls made to a mobile number. SP investigated the disputed calls but could find no fault. SP offered a goodwill payment in recognition of the delay in handling the complaint. The Ombudsman agreed with SP that the charges were correct and recommended C accepts it.

### **12.10**

C informed SP of a change in address. Although the service was transferred to the new address C was receiving bills at the old address also. Despite numerous calls made by C, SP agreed to apply a refund for the overcharges and compensation. C noticed that the credit was not applied. C wanted C to provide it credit plus compensation for costs and inconvenience. The Ombudsman was disappointed and concerned that SP had not supplied her a casefile. On the balance it appeared that SP had delivered poor customer service levels to C. The Ombudsman required SP to provide C an apology, goodwill payment, credit for overcharges and stop sending correspondence at C's old address.

### **12.11**

C contacted SP with issues relating to being mis-sold, disputed charges and poor customer services. SP acknowledged C's poor experiences and offer a reduction in the outstanding balance and to cancel the agreement.

Therefore, SP was required to maintain its offer of a reduction in the outstanding balance, cancel the agreement without, penalty along, with a full written apology

### **12.12**

C contacted T as duplicate charges for telephony calls were received on billing. C added that a poor level of customer service was received upon contacting T. T acknowledged that a fault with a CPS service was responsible for the duplicate charges. T stated that a refund of the disputed charges would be given and a goodwill gesture payment for any shortfall in customer service.

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

Therefore, T was required to maintain its offer to refund the disputed charges, 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 gesture along with a full apology.

### **12.13**

SP transferred C's service to it and C disputed agreeing to the transfer. SP stated that C had queried the account and was aware of its service and then had continued to incur call charges. C disputed all account charges. C experienced a poor level of customer service.

It remained inconclusive if C did give their full acceptance to SP to transfer their service. However, the Ombudsman considered that C had knowingly incurred call charges on the account and should remain responsible for those charges. SP was required to refund a portion of the service charges but C remained responsible for all of the call charges. SP was required to make a nominal goodwill payment for the shortfall in customer service that had occurred.

### **12.14**

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. SP acknowledged its customer service issues with a large credit to the account in goodwill.

The Ombudsman accepts SP's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires SP to offer C a payment plan.

### **12.15**

C agreed for service provision from SP with a first month free. SP charged from the second month and C complained that SP did not notify its intentions to do so. SP stated C failed to have a Direct Debit set up and needed a manual payment. This was delayed and so SP restricted C's services.

C paid SP but demanded a day's loss of earnings.

The Ombudsman found the actions of SP to have been reasonable and required it to complete the initial offers of goodwill already made. She did not require SP to reimburse C for the loss of earnings as it was deemed C's decision to take time off work.

### **12.16**

C agreed a contract with SP but found prices were higher than expected. C did not complain of this until many months had elapsed. When C requested a termination of the contract SP imposed a fee, stating that it was within its terms and conditions. SP also offered a reduced price for the remainder of the contract

The Ombudsman found in favour of SP, that it had acted properly and C had a responsibility to review the contract before agreeing to it. C was recommended to accept the reviewed price or accept the early termination fee.

### **12.17**

C contacted SP to change the package, but noticed in the following month's bill that this had not been done. This led to C being charged for calls. Following calls from C, SP agreed to refund the charges. C also wanted SP to refund the bank charges as C felt SP was responsible for the account going overdrawn. SP refused to credit these charges and passed C's account to a debt collection agency as no payment had been forthcoming. The Ombudsman found no evidence of C contacting SP about the change of package. The first contact from C about the refund was after four months. The Ombudsman considered that SP's decision to refund C the call charges in the absence of such records was generous. The Ombudsman could not see how SP was responsible for C going overdrawn as the information provided didn't justify C's assertion. She required no further action from SP.

### **12.18**

C, the manager and owner of a business, was contacted by SP via a sales call, however as C was not in, a member of C's staff took the call. The staff member then proceeded to agree to a transfer of C's services to SP, without C's knowledge, as it was presumed that this was another Service Provider (SP). C then found that approximately two weeks later C's services had been restricted, therefore C contacted the SP that C believed C was with but it advised that this was not the case. However C had received no paperwork from SP about the transfer at all and decided to obtain services from the other SP. C eventually received a final bill from SP that included a termination fee, which C is disputing. C continued to receive demands for payment to date from SP, and then from a debt collection agency. SP supplied the Ombudsman with a copy of the sales recording in which it was clear that a person in the name of C had authorised the potential transfer. The Ombudsman found no evidence of any mis-selling and that SP did ask appropriate questions in order to obtain C's authorisation. However, there was no evidence to suggest that C had received any paperwork from SP prior to any transfer of the service, thus not allowing C a chance to cancel that without penalty, before the switchover date. Therefore in line with industry agreed processes and also SP's Code of Practice, the Ombudsman required SP to cancel the account and clear any outstanding amount, ensure that it had removed any information passed to C's credit file and also confirm those actions in writing to C.

## **14.0 Faults (Equipment)**

### **14.1**

C has fault with cable TV with SP. C reported this fault many times and technicians were sent but C says they either arrived when no one was there or not at all. SP said that C was not in and there was no evidence to show that C informed SP that there would be no one available to gain access. SP said it had attempted to repair the problem but C was uncooperative.

The Ombudsman said that the evidence showed that SP had attempted to resolve the fault but was also of the opinion that the length of time the fault had occurred was unacceptable. The Ombudsman requested SP to cancel the service, remove the outstanding balance and refund C with half the payments made.

## **15.0 Faults (Line)**

### **15.1**

C requested SP to provide a second line for lodger. SP supplied this late but under C's name. C also disputed charges to a third telephone number. The Ombudsman was of the opinion that in order for C's lodger to obtain a line this had to be done by the lodger calling SP for a line as C could not do this on behalf of the lodger due to data protection laws. She found that SP had provided no details of the charges that related to the third telephone number. The Ombudsman required SP to provide C an apology for poor service, goodwill gesture and investigate the erroneous account and provide C an explanation of whether or not the charges are valid.

### **15.2**

C suffered problems with line and was advised a claim could be submitted for business losses for six months. SP refused and offered compensation of a lesser amount. The Ombudsman examined SP's call records and noted the advice was slightly misleading as it indicated that C could claim for business losses for the whole period. She required SP to increase its goodwill payment offer to C.

## **17.0 Fraud**

### **17.1**

T allowed a customer to set up 2 mobile phones on C's contract. C was not aware of the phones. A few days later T recognised the phones may have been set up fraudulently, as a considerable amount of calls had been made. T called C. C was on holiday. C informed T that C had not set the phones up. On C's return, T agreed to cancel all charges for calls made by the two phones, and offered several months line rental. C did not consider this adequately recognised the distress caused.

The Ombudsman was of the opinion that T should not have allowed the phones to be set up, but also felt the offer made was reasonable. Therefore, no further action was required.

## **20.0 International Call Charges**

### **20.1**

C incurred international call charges and complained to SP. SP advised C on rogue diallers and gave them preventative help. C experienced a poor level of customer service.

Although the Ombudsman found that SP had provided C with a reasonable level of care, she considered that a shortfall in customer service had occurred. SP was required to apply a nominal goodwill payment to C's account.

## **21.0 International Roaming**

### **21.1**

C went abroad. C called T to ask about international call charges. T gave information about a new service offering cheaper international calls, which would be available in a few days. C agreed to call back. C called back. T informed C that the new service was not available, and C would have to use the standard international charges. On C's return, C complained about the misinformation.

The Ombudsman felt C had been misled about the new package, and this caused C to call T from abroad. T was required to refund the cost of the call. However, as T had apologised to C for the incorrect information, T was not required to compensate C.

## **22.0 Internet Connection**

### **22.1**

C had SP's telephone service and then enquired about its broadband service. C heard nothing further for a few weeks and therefore contacted SP. SP then sent out its equipment but C experienced trouble in setting the service up. C made further contacts with SP and its Technical Support, but to no avail. Due to having no service and becoming frustrated, C informed SP of C's cancellation. However, SP informed C was outside of the cancellation period and that C was now in a minimum term contract. C disputed this and advised that C had not received any literature from SP and that it was C who had to contact SP about it. Eventually SP agreed to remove the termination fee from the account due to this, but maintained the remaining charges for the service.

The Ombudsman welcomed SP's decision to remove the termination fees in this instance, but also considered that as C had clearly not received any literature from C and also had no use of its service to date, that it should refund C any monies paid for it

broadband service and clear any outstanding payments for it. The Ombudsman was satisfied that C should pay for any remaining telephony charges up to the cancellation date, but also found a shortfall in customer service by SP. Therefore, it was also required to provide C with an apology for this, and the Ombudsman considered that the removal of the fees was adequate recompense for C in this instance.

## **24.0 Mis-selling**

### **24.1**

C contacted SP with issues relating to incorrect billing, incorrect tariff, mis-selling and poor customer service. SP accepted that an incorrect tariff had not been activated on C's account and that C was also mis-advised regarding the broadband package and no response was sent to letters sent.

The Ombudsman concluded that C has been inconvenienced with regards to being billed incorrectly, being mis-advised regarding the broadband package, and not receiving a response to her correspondence or promised call backs. These are clear service shortfalls.

Therefore, SP is required to send C a full breakdown of the broadband and telephone account and apply any credits to the account for overpayments. For C's overall poor experiences and being mis-advised, the company was required to offer a goodwill gesture payment, by cheque, along with a full written apology and comment regarding the charges raised for the voicemail facility. SP should also send written confirmation that the broadband account has been closed.

### **24.2**

C entered into an agreement with SP for telephone services. Part of the agreement was that SP would apply card points to C's account that were gained by the charges incurred on the account. C did not receive the points and over an eighteen month period C repeatedly asked SP to apply the points. SP told C that it had a system problem in trying to achieve this that it was trying to overcome. C asked SP to apply the points or credit the cash equivalent to the account. C did not respond to this request.

The Ombudsman noted that the problem had been ongoing for some time and she felt that by now SP should have overcome the system problem. The Ombudsman decided that SP should apply either the points that C was entitled to or the cash equivalent to the account. SP should also confirm in writing whether it would now be able to apply the points as if it was unable C may want to move to a different supplier. The Ombudsman also decided that there had been customer service failures on the part of SP and it should redress these by sending C a letter of apology and making a small goodwill gesture to C.

### **24.3**

C claimed C was mis-sold a service by a sales representative on behalf of SP as C was advised that C's current provider had merged with SP. However, C then received termination fees from C's current provider due to breach of contract. Therefore, C cancelled the transfer but SP had already proceeded with the transfer, causing C to then incur termination fees from SP. C contacted SP on many occasions over a number of months and although C was advised of an investigation in to the matter, there was no resolution or action from SP. Upon investigation to the Ombudsman, SP accepted that C had been mis-sold its service and that no investigation had taken place. The Ombudsman welcomed SP's admissions and therefore required it to close the account without penalty and with a zero balance, provide C an apology and goodwill payment for the shortfall in customer service incurred, and also ensure that C's credit rating had not been affected as a result.

## **34.0 Service Transfer**

### **34.1**

C requested transfer from SP1 due to dissatisfaction with service and suspensions. SP1 stated suspensions were due to late payment. C then requested transfer to another service provider (SP2) for which SP1 requested a termination fee. C contacted the new service provider SP2 but it would not allow termination as the 'cool off' period had elapsed and also required a termination fee. SP2 then agreed to suspend the account provided C transferred to it after the contract with SP1 had expired. SP1 stated it would waive the termination fee if C remained its customer.

The Ombudsman considered the proposal from SP1 and SP2 to be reasonable and recommended C accept the proposals, staying with SP1 and transferring to SP2 after the minimum contract period had expired.

### **34.2**

C requested to transfer to a new service provider. SP provided a code that C was unable to use and caused delay in the transfer being completed. SP investigated and stated that there had been error that were beyond its control but that C had otherwise had good customer service.

The Ombudsman considered there had been an unnecessary delay and that there had been a shortfall in customer service for which an apology and small goodwill gesture was required.

### **34.3**

C complained that SP had mis-sold the service to C by stating it was another company. C terminated the contract and incurred a termination fee. SP maintained the termination fee as it stated there to be a valid contract. The Ombudsman listened to the sales

recording and noted that SP was clear in stating that it was independent from another service provider. On the whole C was clearly informed that C was providing the service. The Ombudsman also noted that C confirmed to the advisor that it wasn't in a position to make decisions for the company. Furthermore it appeared to the Ombudsman that SP wasn't complying with Ofcom's – "Guidelines for sales and marketing codes of practice for Fixed-line Telecommunications Services". She noted that this Code of Practice made it a mandatory requirement of all companies selling fixed-line telecoms services to draw up Codes of Practice consistent with published guidelines, then comply with these in all sales and marketing activities. The Ombudsman required C to terminate the contract at a lower penalty fee as a goodwill gesture.

#### **34.4**

C enquired with T as to whether a business line could be transferred to another address. T incorrectly said it could. It became clear this could not be done as the two addresses were served by different exchanges. C claimed that business cards had been printed and the business was harmed. No evidence was provided as to any of this. T did provide six months call diversion free of charge.

The Ombudsman was of the opinion that the steps taken were appropriate.

### **36.0 Tariffs**

#### **36.1**

C contacted the SP to cancel a contract, but was persuaded to continue after being offered a free international text package. When the first bill arrived, the SP had charged for this facility and C was unhappy that the SP had no record of the offer made. C and a parent continued to call the SP complaining about other issues such as customer service, refusal to deal with a registered third party/parent, subject access request charges, and the SP's failure to provide the Terms and Conditions or a copy of the sales. In review the SP acknowledged that C may have received incorrect advice on the tariff options available.

The Ombudsman concluded that C had been incorrectly advised on the tariff options, in addition to failing to receive adequate customer service. In resolution she required the SP to send a letter of apology, in addition to cancelling the contract without penalty, and make a goodwill credit to the account.

#### **36.2**

C contacted T as the contract was due to expire. C highlighted being provided a tariff and new handset offer by T that was acceptable and a new contract started. However, when the first bill arrived, C was unhappy as T had failed to provide the promised offer. T stated that it had been applied correctly but made offered C with a change of tariff and made a goodwill gesture. C maintained that T should provide the original offer and provide a refund of the overcharges. T maintained its position.

The Ombudsman concluded that there was no evidence of the original offer C had illustrated. She welcomed T's decision to make a goodwill credit and the offer of an alternative contract. However, without any evidence of the original offer, she concluded it would be inappropriate to either request T to provide it or cancel the contract. The Ombudsman believed the situation may have been one of confusion on C's part. Therefore, she required T to provide further written confirmation of the savings/tariff options available, and send a letter of apology for any confusion in this matter.

### **36.3**

C contacted SP to change a Direct Debit, and as a result of SP's actions had the account cancelled and incurred a loss of free minutes and text messages. C maintains that this was not agreed. SP refuted C's allegations.

The Ombudsman believed that although a copy of the initial telephone conversation between C and a SP advisor, would have helped clarify the content of the call, she found it probable that C would not have agreed to such actions (if advised correctly) as C would have lost such a large amount of free minutes and free text usage. The Ombudsman also recognised C's attempts to resolve the issue with SP.

Therefore, SP should review C's old account details and apply the amount C is claiming lost to the new account, or apply it as a credit, send a breakdown of the lost free services, along with a letter of apology.

### **36.4**

C experienced a number of problems with SP's tariff following a change of tariff. SP corrected the errors by providing credits. C later disputed one of the bills. SP explained that the charges occurred due to it receiving the network data late. The Ombudsman required SP to allow C to pay half of the charges under dispute from the bill; and remove late payment fees on the account as a goodwill gesture.

## **38.0 Terms and Conditions of Contract**

### **38.1**

C had a pay as you go mobile phone on SP's network. As C only required the mobile for emergencies, SP disconnected the service as there had been no usage for six months. This was in line with its Terms and Conditions. C contacted SP and it was agreed that there had been an error and the service was reconnected the day after. C wrote to SP and received a telephone call from the Customer Relations department. The complaint was discussed and C received an apology. C wrote again and SP replied in writing, but C remained dissatisfied.

The Ombudsman concluded that a small goodwill gesture would be appropriate in this case.

## **38.2**

C contacted SP to request a PAC code and to cancel the account. SP did not comply with C's requests and C wrote to complain. SP stated that C was still in contract and a PAC code would not be supplied until the account was cleared. However, there was a delay before the situation was fully supplied to C.

The Ombudsman concluded that SP has within its rights to request full payment of the outstanding balance before the PAC code would be provided. C was within contract with SP and therefore C was liable to pay any outstanding amount owed to SP. The Ombudsman required SP to provide a small goodwill credit to C's account for the delay in providing C with clear information on the account and why it was unable to comply with C's requests.