

## **Table of Contents**

1.0	Auto Diallers
2.0	Billing
3.0	Broadband
4.0	Call Limit
5.0	Cancellation
6.0	Carrier Pre-Select
7.0	Credit Control
8.0	Customer Service
9.0	Direct Debit
10.0	Directory Listing
11.0	Disconnection
12.0	Disputed Charges
13.0	Equipment
14.0	Faults (Equipment)
15.0	Faults (Line)
16.0	Financial Loss
17.0	Fraud
18.0	Information Disclosure
19.0	Installation
20.0	International Call Charges
21.0	International Roaming
22.0	Internet Connection
23.0	Itemisation
24.0	Mis-selling
25.0	Network Coverage
26.0	Nuisance Calls
27.0	Number Porting
28.0	Payments
29.0	Premium Rate Services
30.0	Privacy
31.0	Reconnection
32.0	Refunds
33.0	Security
34.0	Service Transfer
35.0	Stolen/Lost
36.0	Tariffs
37.0	Technical Support
38.0	Terms and Conditions
39.0	Text Messages (SMS)
40.0	Wireless Access Protocol (WAP)

## **1.0 Auto Diallers**

### **1.1**

C disputed international calls on their bill and complained to SP. SP carried out an investigation and advised C the calls were due to a rogue dialler. SP maintained the charges but C continued to dispute these. SP referred C to the premium rate service regulator.

Although the Ombudsman was of the opinion that SP had provided C with a reasonable level of care and customer service, she was disappointed that it referred C to the premium rate services regulator. SP was required to make a nominal goodwill gesture for the incorrect information given and write a letter of apology.

### **1.2**

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. 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 had been mis-advised to and did not receive a timely response to sent correspondence.

Therefore, T was required to offer a credit to 50% of the disputed International call charges as a gesture of goodwill along with a written apology. However, C was accountable for the remaining disputed International call charges.

### **1.3**

C received a bill containing international call charges generated by a rogue dialler. C challenged these charges stating that C was not at home at the time the charges were incurred and that the computer had been switched off. It was established that the two destinations called either side of the international calls were to C's Internet Service Provider and another number regularly called. On the balance of probabilities it was decided that the calls had been made from C's address and the call charges were also considered C's. C had argued that T had been negligent in allow rogue diallers to operate on its network. This was not accepted.

The Ombudsman was satisfied that T had acted properly and made no criticism of it but did recommend that a repayment plan should be arranged to assist C in making payment.

#### **1.4**

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

The Ombudsman found that the calls were the responsibility of C and that C remained liable for the outstanding balance after the goodwill gesture was applied.

#### **1.5**

C received an invoice from T containing international call charges generated by a rogue dialler. C complained that the charges should be removed from the account and also complained about the level of customer service experienced.

Having considered matters the Ombudsman was satisfied that the level of customer service delivered was acceptable and explained BT's duty to pay the original services provider and that it must then look to the customer to pay the charges on the invoice.

#### **1.6**

C received an invoice from T containing international call charges generated by a rogue dialler. C complained that the charges should be removed from the account and also complained about the level of customer service experienced.

Having considered matters the Ombudsman was satisfied that the level of customer service delivered was acceptable and explained BT's duty to pay the original services provider and that it must then look to the customer to pay the charges on the invoice.

The Ombudsman could find no reason for payment not to be made and made no criticism of the customer service delivered.

#### **1.7**

C disputed the PRS and international 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. The Ombudsman realised that SP had a duty of care towards its customers, but it couldn't prevent their equipment from accepting downloads being offered to them via the internet. 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. The Ombudsman examined the case and noted that SP had already applied a generous goodwill credit. The Ombudsman required SP to provide C an apology for poor service.

## **1.8**

C received a bill from SP for a high amount. C stated that it did not agree to a service. C contacted SP, but SP demanded money. C conceded and paid the amount. SP informed the Ombudsman that it had delivered no poor service to C and that the service has been requested by C. The Ombudsman found that although SP provided no evidence of the service being agreed by C due to the fact that the service had been used C was required to pay SP for the charges. The Ombudsman was disappointed that C received the bill from SP after one year.

In full consideration of the facts and issues surrounding C's complaint against SP the Ombudsman required SP to provide C an apology for delivering poor customer service levels in recognition provide a goodwill gesture; to provide C a breakdown of the charges that SP had levied on the account. SP were required to refund any late payment charges on the account and charges relating to non usage, if any, as a goodwill gesture; and to allow C to terminate the service without penalty if required.

## **1.9**

C was the victim of a rogue dialler, and after making a complaint to T, T decided to cancel some of the charges and set up a repayment plan. C agreed to this action in resolution. However, T then made a billing error on the account, and this led to the disconnection of C's telephone service. C complained and the service was reinstated. T apologised and applied compensation in line with its Terms and Conditions, with a further goodwill payment also being provided. C complained and requested for cancellation of all charges.

The Ombudsman concluded that T made unfortunate errors on the billing of C's repayment plan. However, she concluded that T had acted responsibly and had already provided appropriate compensation for the errors involved. She required no further action to be taken by T.

## **2.0 Billing**

### **2.1**

C moved address three times in a short period of time and there was confusion over the billing on C's account. C complained to SP in writing, but no responses were received. There was also confusion over whether C had cancelled one account and whether the account had been transferred in to C's landlady's name. If so, C would not be liable for the outstanding balance on the account.

The Ombudsman required SP to review the billing on C's account, provide a final bill for payment, a goodwill gesture and a letter of apology for the poor service received.

## **2.2**

C was contacted by SP to say that the unbilled call charges had risen significantly over a short period. C complained to SP, as C had not made the calls, but SP maintained the charges. C continued to complain to SP and the complaint was escalated by SP. However, as the calls had been generated by C's own equipment, SP stated that C was liable to clear the outstanding balance owed to SP. However, SP did apply a goodwill credit for the delay in fully responding to C's complaint.

The Ombudsman concluded that C was liable for the call charges and saw no reason why C should not pay SP. The goodwill credit already applied by SP was considered generous for any issues of poor customer service. Therefore, SP was not required to take any further action in this case.

## **2.3**

C contacted T and disputed PRS calls made on the account. T maintained the call charges as correct and that after investigation found no faults on the line.

On the balance of evidence provided, the Ombudsman was satisfied that T had carried out appropriate checks to ensure that C's line has not been tampered with and that the charges raised are correct. As the account holder, C is accountable for the cost of the disputed calls, even if C had not made them directly. All indications show that a third party, who has access to C's telephone, has made the calls.

There was no evidence of any service shortfalls in this case.

Therefore, no further action is required from T in this case

## **2.4**

C stated that SP had been requested to cancel the account and provide C with a MAC code, but there were lengthy delays and SP stated that C had agreed to another twelve month contract, so termination fees were applied to the account. C complained to SP about the delays and termination fee, but no response was received. C was also worried that SP's actions may have led to adverse information being entered on to C's credit file.

The Ombudsman required SP to clear the account balance to zero and provide C with written confirmation that the account had been closed. SP was also required to update C's credit file to show that the debt had been cleared.

## **2.5**

C transferred to SP for the Carrier Pre Select service. However, due to an industry problem, SP was unable to update its Customer Management System, as the necessary information was not provided. This meant that SP was unable to produce bills for C. C

complained to SP and contacted SP on several occasions by telephone. SP kept providing dates, but these were not met and frustrated C further. SP paid credits to C for the inconvenienced.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to provide C with detailed information, a letter of apology and details of what steps it is taking to resolve his billing problem.

## **2.6**

C had a telephone and broadband service from SP, but was experiencing problems with receiving its bills for both services. C contacted SP about this matter on numerous occasions and although C did receive reprints, the main problems continued. SP advised C that the matter would be sorted and provided C with credits to both services, however, the problems continued. The Ombudsman welcomed SP's admissions in this case and it was clear that SP was still trying to underline the root cause of this matter, as it appeared to be affecting C only. The Ombudsman therefore required SP to continue with its internal investigation and advise C of its findings in writing, once it was satisfied the problem had been rectified. In the meantime, the Ombudsman required SDP to ensure that C received both bills within a designated time frame prior to the due payment. The Ombudsman found that the total credits already applied to C's account, to be sufficient recompense for the inconvenience caused, but did consider that a further apology was warranted. The Ombudsman also required SP to contact C in order to discuss a transfer to its online billing, as a possible remedy to the matter.

## **2.7**

C transferred C's telephone services to SP. SP charged C incorrectly. C reported the problem over a series of months. SP agreed SP had been charging C incorrectly, and arranged refunds. However, it was not until almost a year later that the problem was finally resolved. SP refunded all amounts due, and made a goodwill payment to C to recognise the inconvenience caused. C disagreed with the figures SP had given, wanted a larger goodwill payment and an apology.

The Ombudsman was satisfied that the refund was correct and the goodwill payment adequate. She required SP to write a letter of apology to C for the inconvenience caused.

## **2.8**

C found that SP had disconnected C's mobile due to non payment yet C advised SP that C had not received any bill. SP reconnected the phone and sent out a copy bill, which C then paid. However by that time C's next bill had already been produced and therefore any payment did not cover the outstanding amount and thus the mobile was disconnected again. C contacted SP as C was unhappy and advised SP of C's cancellation request. SP advised C of the minimum contract term and fee yet C maintained cancellation. C then received a high bill from SP but C requested a PAC in

order to move services. SP would not issue this due to the outstanding balance yet C would not pay this amount. C complained in writing to SP but the matter remained unresolved. From the evidence provided the Ombudsman was of the opinion that this matter arose unfortunately for both parties however she could see no reason to say why C should be released from the contract without penalty. The Ombudsman also highlighted to C that SP was not at liberty to give out a PAC whilst there remained an outstanding balance on the account. The Ombudsman required SP to credit C's account with one month's line rental as a gesture of goodwill.

### **3.0 Broadband**

#### **3.1**

C experienced intermittent problems with broadband. The SP in the case made full checks on the system and discovered that the fault lay with the telephone line supplied by a principal SP. This second SP eventually rectified matters and service was resumed. The Ombudsman did find that whilst customer service levels had been generally good a little more effort could have been made to keep C informed.

A small goodwill gesture was required for this fall in customer service levels.

#### **3.2**

C was advised by SP that a transfer of the telephone line and broadband would take place on a certain date. Due to a delay and a problem developing on the line C suffered a loss in business as C relied heavily on broadband use. C complained to SP on a number of occasions claiming compensation for business loss and dialup charges refund. SP agreed to refund C only for dialup charges and refused compensation as this was not covered under its Terms and Conditions. The Ombudsman agreed that the terms and conditions didn't cover C for business loss, but she required SP to provide C an apology for poor service, goodwill payment, amended bill and refund C's dial-up charges as previously promised.

#### **3.3**

C had broadband connection problems with SP. C had requested line rental and calls with SP but only calls were provided. C wished to cancel contract without penalty. SP said that C had raised two faults which were resolved. C then advised of a problem with the modem and so SP sent a replacement. Since that time no further fault was reported and the internet log provided by SP showed that C was connecting to the broadband service for many hours. SP said it had not received a request for line rental.

The Ombudsman said that C had no grounds to cancel contract without penalty as there was no evidence to show that C had raised any further fault after receipt of the replacement modem. The Ombudsman said that SP should credit the account with two

months rental of service as goodwill in recognition of problems with the modem prior to replacement. The Ombudsman said there was no evidence C had requested line rental and assumed that a misunderstanding may have taken place.

### **3.4**

C cancelled broadband service with SP. C was unable to apply for service with another provider as broadband marker was still on the landline. C contacted SP and remained dissatisfied with its responses. C consequently incurred high dial up Internet charges and requested that SP cover these costs. SP said that the network operator confirmed it had cancelled the service and removed the marker. SP advised C of this but was unable to take any further action.

The Ombudsman said that SP could not be blamed for the broadband marker being left on the landline. She said that this may have been an error with network operator. She suggested that SP contact network operator on behalf of C and investigate further. The Ombudsman said that SP was not liable to cover C's call costs. The Ombudsman however viewed SP's lack of a response to a letter from C as poor customer service and requested that SP award a nominal goodwill payment.

### **3.5**

C agreed to broadband service with SP. Service did not work for three months and so C cancelled. C said that broadband marker was not removed from line so C could not apply for service elsewhere. SP said that the marker had been removed.

The Ombudsman said that C had received a shortfall in customer service from SP. Sp failed to resolve service connection error and appeared to not have removed marker. SP to ensure marker is removed. SP to send a letter of apology and award a nominal goodwill payment.

### **3.6**

C arranged an internet account with T and when arranging this T mistakenly registered the wrong user name. T attempted to change this username but found out from its supplier that this could not be arranged. C would not accept this when told and required the Ombudsman to force it to take this step. The Ombudsman confirmed it could not do this if it was not possible. C wanted to cancel the account and to receive a refund for the charges made. The Ombudsman refused as the service had been working but C had chosen not to use it. A delay was found in pursuing the issue on behalf of C and therefore a small goodwill gesture was required to be provided as a credit to the account.

### **3.7**

C contacted SP with issues relating to contract cancellation, broadband, termination fees, disputed charges and poor customer service. SP acknowledged that a request to cancel was not actioned and an offer to cancel without penalty was made.

The Ombudsman considered that the best way forward in this case was for SP to cancel C's broadband service, without penalty, as was initially agreed. For the overall poor experience to date and delays, SP should clear the remaining outstanding balance as a goodwill gesture, along with a letter of apology and confirmation 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. The Ombudsman was satisfied that this offer adequately addresses C's service shortfalls.

## **4.0 Call Limit**

### **4.1**

C subscribed to SP's mobile phone service on a 12 month contract. C agreed with the retailer C purchased the phone from that a call limit would be set up. C was not made aware by the retailer that the call limit was not guaranteed, and that C would be responsible for all calls made. C received a large phone bill from SP. C complained. SP explained that there had been a delay in receiving the call data, and therefore a call bar had not been applied as soon as C's calls exceeded the call limit. C wanted to cancel the contract without penalty.

The Ombudsman was of the opinion that SP could not be held responsible for what C had been told by the independent retailer. SP had administered the account correctly. Therefore, no further action was required.

## **6.0 Carrier Pre-Select**

### **6.1**

C agreed for SP to send C some information relating to its service, however when this was received, C had been signed up to SP's service. C then contacted SP and cancelled within the cooling off period, however SP did not action this and the transfer went ahead. C complained to SP on numerous occasions however SP was late to respond and also it did not respond to one of C's letters. SP advised the Ombudsman that C may have been signed up to its service unwittingly and accepted its errors in not actioning C's cancellation. SP advised it would review this matter and also proposed to clear C's account and close it. The Ombudsman welcomes SP's admissions in this instance however it was clear that C had received a continual shortfall in customer service from SP throughout the complaint. Therefore the Ombudsman also required SP to provide C a small additional goodwill payment, apology, and confirmation that there

had been no affect to C's credit rating. This was on top of SP's proposal to clear C's outstanding balance and close the account.

## **7.0 Credit Control**

### **7.1**

C complained that a promised credit had not been provided. T demonstrated that the credit had been provided. Other complaints were made but no evidence was provided in support of these. Further complaints were the Ombudsman's Terms of Reference and could not be considered.

No further steps were required of T.

## **8.0 Customer Service**

### **8.1**

The Ombudsman concludes SP failed to provide an adequate level of customer service at times on this case. SP failed to issue C two bills to the correct address and due to non payment of the bills and in accordance with its terms and conditions, SP suspended C's services. The Ombudsman considers SP demonstrated a failure in customer service in its administration of the account.

Based on the information submitted by both parties to the complaint, the Ombudsman considers SP activated a DD instruction without authority, in doing so C incurred bank charges.

The Ombudsman directs SP to credit the accounts with two months service charges and provide an additional goodwill gesture in recognition of the customer services issues raised. On receipt of C's DD details SP is to reinstate the services and arrange a payment plan for the outstanding balance of the account. The Ombudsman requires SP to issue a formal letter of apology acknowledging the customer service issues raised and the inconvenience caused.

### **8.2**

The Ombudsman considers SP failed to provide an adequate level of customer service on this case. The Ombudsman accepts there can be difficulties providing some areas with broadband services however SP's action to provide resolution to C's complaints has become protracted. The Ombudsman welcomes SPs provision of the wireless equipment without charge however in recognition of the customer service issues

highlighted on this case she directs SP to apply a goodwill credit equivalent to five months service charges and issue a formal letter of apology.

### **8.3**

The Ombudsman concludes SP made the commercial decision to introduce its text messaging service with an “opt out” facility. She acknowledges SP’s customers were made aware of this facility prior to its activation date.

The Ombudsman notes that SP failed to action C’s request to opt out of its service, and that C was inconvenienced and incurred costs when seeking resolution to the complaint. The Ombudsman directs SP to issue a formal letter of apology including advice on the procedure of how to opt out. In recognition of the customer service issues raised the Ombudsman directs SP to make a goodwill credit to the account.

### **8.4**

C stated that SP coerced bank details from C’s partner and set up an account without authority to do so. SP then failed to cancel the account when requested, set up a Direct Debit and referred C to a debt collections agent when the Direct Debit was stopped by C. SP investigated the complaint and acknowledged full responsibility; the account should not have been set up and that it failed to investigate or close the account in accordance with C’s request.

The Ombudsman considered that C had experienced poor customer service from SP and required all disputed charges to be cancelled, an apology and goodwill payment.

### **8.5**

Based on the information made available the Ombudsman considers there was a shortfall in customer service on this case. Due to a system error SP double billed C for line rental. The Ombudsman notes C complained that SP charged for services not agreed to. The Ombudsman considers it likely that the service agreed to at the point of sale however was not cancelled when C changed her mind.

The Ombudsman notes that despite SP advising C it had raised a credit for the outstanding balance it failed to do so and the debt collection agency continued to take action to recover the debt. The Ombudsman accepts that the debt collection agency continued to take this action as the debt showed as outstanding, and is disappointed SP falsely raised C’s expectations on this issue.

In conclusion the Ombudsman directs SP to:

- Ensure that the credit was raised to the account;
- Issue a formal letter of apology for the customer service issues raised including an assurance that C’s credit history has not been adversely affected by its actions;

- Make a goodwill payment by cheque in recognition of the costs and customer service issues raised.

## **8.6**

C disputed charges on a bill. SP investigated and advised that the charges were correct. C claimed that the charges were due to a billing error but SP denied this. C then complained that SP was not taking the complaint seriously. SP offered a barring service which successfully prevented any further charges. However, the bar was not applied on the first request.

The Ombudsman reviewed the charges and she was satisfied that the charges had been raised correctly. However, it was clear that SP had failed to respond to the first request for a call bar. In view of this SP was required to issue a credit equivalent to any disputed call charges raised after the bar should have been applied.

## **8.7**

C complained that SP had failed to provide a broadband service. C phoned and wrote to SP but claimed that the standard of customer service when dealing with the complaint was poor. SP investigated and found that only a slight delay was due to line problems. Further delays were caused by C's own equipment. C claimed that the equipment was faulty as a result of SP's service and claimed the cost of repairs. C also claimed compensation for the lost business experienced as a result of the delayed service provision. SP refused the request but made a goodwill offer. C refused the offer.

The Ombudsman was satisfied that SP had addressed the issue of the delayed provision and that any further delays experienced were due to C's equipment. The Ombudsman also considered it unlikely that SP's service would have damaged C's equipment. There was some evidence that C had received a shortfall in service and SP was required to repeat its goodwill offer. SP was also required to issue a letter of apology. However, the Ombudsman did not require SP to issue compensation for the loss of business or equipment repairs.

## **8.8**

C requested to cancel a contract with SP. SP failed to act promptly and continued to bill C. C sent several letters of complaint, which SP failed to respond to. C also phoned SP on many occasions but SP failed to return the calls, as promised. C approached SP one last time following advice from the Ombudsman. SP responded with an apology and a response to each of C's questions. However, C remained dissatisfied with the standard of service received and doubted the sincerity of SP's apology.

The Ombudsman was of the opinion that SP's response was appropriate and adequately addressed all issues raised by C. However, it was clear that C had experienced a shortfall in service and for this SP was required to issue a goodwill payment.

## **8.9**

C returned a phone to T for repair and later asked it to ensure that photos on the handset would not be wiped. This was not possible as all memories are wiped and factory settings restored. C complained about this demanding compensation to allow a trip abroad to take photos of family members. This was considered unreasonable.

T offered a replacement handset and two months free line rental. This was refused.

The Ombudsman observed that C could have transferred the pictures from the phone before sending it back and considered the offer made to be reasonable. T was required to repeat the offer.

## **8.10**

C responded to an advert by SP for a free handset. SP refused the offer, as C did not meet the criteria. C then asked to cancel the account and also requested to transfer the number. SP provided the relevant procedure details, which C followed to begin with. However, C did not use any of the authorisation codes provided and therefore SP was unable to cancel the account or transfer the number. C complained to SP and SP issued written responses. C did not receive the responses. SP then cancelled the service because it was clear that C was unwilling to follow the correct process.

The Ombudsman was of the opinion that SP had responded appropriately to all issues raised by C and that any perceived shortfall in service was not the responsibility of SP. SP had acted on C's request but as C failed to adhere to the process SP was unable to transfer the service. The Ombudsman did not require SP to take any action in respect of the issues raised and the remaining account charges were considered to be valid.

## **8.11**

C cancelled an account with SP. SP continued to bill for the service. C disputed the charges but SP failed to respond. C sent a written request for an explanation but SP did not reply. SP chased payment on the account and at this point accepted that an error had been made. SP credited the account with the incorrect charges but did not provide the written breakdown that C had asked for. SP cancelled the account without penalty but required payment of the outstanding call charges and administration fees.

The Ombudsman was satisfied that there had been a shortfall in customer service and that SP had failed to respond appropriately to C. However she was satisfied that SP had corrected its error. As SP had not applied a valid termination fee the Ombudsman considered that this was sufficient goodwill to address the shortfall in customer service. However, SP was required to provide the breakdown of charges requested by C.

## **9.0 Direct Debit**

## **9.1**

C agreed to a telephone and BB from T, and a DD was set up. However, C changed bank account and cancelled the DD, and in the interim period required to make payments by alternative means. T refused to accept payment by any other method and made numerous telephone calls to C threatening disconnection. T also made many calls but each time complained about the level of customer service provided. T then cut off the line, and although this was reconnected following a call from C, it continued to make calls to C threatening disconnection unless a DD was set up. C refused and made payments by credit card. T then started applying late payment charges each month. C complained to a manager and highlighted being offered a goodwill gesture for these problems. T failed to provide any information. In resolution C required T to make the proposed goodwill gesture and make a full refund of the late payment charges.

The Ombudsman was concerned with the points raised by C and concluded that the procedural problems should be reviewed by T. She also concluded on the balance of probability that T had made a goodwill offer and that it was incorrect to apply late payment charges on this occasion. In resolution the Ombudsman required T to send a letter of apology and make a cheque payment to cover the proposed goodwill offer made by T and a refund of the late payment fees.

## **9.2**

C agreed a payment plan with SP but failed to keep to the agreement. SP took payments by Direct Debit, which C believed had been cancelled. C incurred bank charges as a result of the payments and asked SP for a refund. SP provided a generous credit to the account to cover the bank charges. However, C remained dissatisfied with the amount. C asked SP for compensation but SP refused. C the complained that the matter had affected the credit rating with the bank.

The Ombudsman noted that SP had in fact communicated the pending payment to C and also the payment date. In view of this she was satisfied that C should have been aware of the payment to be taken from the account and that C should have made the funds available. SP had applied the credits and the Ombudsman did not expect SP to withdraw them. However, the Ombudsman also considered the action to be generous and she did not require any further action of SP in respect of this matter.

## **10.0 Directory Listing**

### **10.1**

C complained to T after one of its advisors provided an ex-directory number to a friend. T investigated this matter and although it was unable to check who was responsible, it subsequently provided training to all staff to ensure there would be no re-occurrence. T then made a goodwill offer to T in order to resolve the dispute, but it was agreed that this would continue to be investigated by Otelo.

The Ombudsman concluded that this may have been a one off incident, but required T to send a letter of apology, in addition to providing a written assurance that the telephone number would be published in any form. She also required T to maintain the goodwill offer made.

## **12.0 Disputed Charges**

### **12.1**

C requested an upgrade to a service from SP. C stated that SP was not able to do this and requested account cancellation. SP imposed a termination fee to which C complained. SP then investigated the complaint and found that C had gained access to the service and reinforced the requirement for a termination fee.

The Ombudsman considered the termination fee was valid but required an apology and small goodwill payment from SP for prematurely referring C to a debt collector.

### **12.2**

C took a contract and during the course of this took a second contract with a second service provider. SP refused to allow the original number to be ported to the second contract. C complained that the original contract was left in existence. SP said the original contract had never been cancelled.

The Ombudsman did not require any steps of SP as the original contract was still within the minimum term.

### **12.3**

C had two accounts with T for telephone and broadband services. As the service was poor it was agreed that these accounts would be cancelled without penalty. T then placed a marker on C's line and was slow to remove it. During the problems T agreed to provide various credits relating to lack of service and costs incurred phoning T.

The Ombudsman required T to provide full accounts on both accounts and to provide any credits not already given. In addition T was required to provide a goodwill gesture in respect of its putting a marker on the line after agreeing to release C from the contract.

### **12.4**

C was involved in a mobile phone contract with T that was brought to an early end. C claimed that T agreed to take a reduced closing payment on the account however there

was no evidence to support this. As only part of the balance was paid an outstanding balance remained which led to a default being entered on C's credit reference file.

C complained that the default should not have been entered however this argument was rejected. In considering the file it was noted that there was confusion in the log notes as to whether T had amended the credit reference file to show that the default was now satisfied as it had since been paid in full. The Ombudsman stated that if the default had been shown as satisfied any later than two months after the payment this would be poor customer service and a goodwill gesture would be required of T but if it was updated promptly this would not be the case. T was required to clarify the situation.

### **12.5**

C stated that SP continued to send bills after an account was closed. SP investigated and found that the account had not been closed properly due to a system error.

The Ombudsman considered that C had received poor customer service, but agreed with the proposals by SP of a refund, goodwill gesture and apology. C was recommended to accept these.

### **12.6**

C tried to use an access number to call abroad, using a mobile phone provided by SP. The access number should have meant C was charged for international calls by the operator of the access number rather than SP. However, the number did not work and SP charged C for all international calls. C complained, as SP's charges were much higher than the access number's operator.

The Ombudsman was of the opinion that the evidence submitted suggested that either C had not used the access number correctly or that the access number was in some way deficient. She did not consider it likely that SP was responsible for the problem. Therefore it was decided that SP was entitled to charge C for the calls. However, the Ombudsman also considered that SP had a duty of care to warn C of the substantial increase in the cost of calls being made, and that as SP did not do this, SP was required to apply a goodwill credit to C's account, equivalent to a small proportion of the calls.

### **12.7**

C was moving house and advised SP of this. SP arranged disconnection of services and C claimed that the services were disconnected a little early and this resulted in C incurring mobile telephone charges by calling other utility companies to provide meter readings.

C later received billing from SP which was incorrect. C complained about this to SP and asked for an amended bill to be sent. The amended bill was not sent but letters demanding payment of the incorrect billing were sent. C complained about this to SP

and in response was again sent incorrect information. C calculated what C believed C owed to SP and this was somewhat lower than the charges SP wanted.

SP told the Ombudsman that there had been billing problems and that it accepted there were customer care shortfalls in the case. It offered to credit the outstanding charges on C's billing and to make two small goodwill gestures to C for the inconvenience caused to C. The Ombudsman was of the opinion that this action by SP would effectively resolve C's complaint and she therefore decided that SP should maintain the offer of the goodwill gestures that it had made.

### **12.8**

C complained that SP had put them on an incorrect tariff. SP amended the tariff and recalculated C's bills. C refused to make a payment and stated the bill had not been recalculated.

The Ombudsman considered that C was placed on an incorrect tariff by SP but SP had amended the error and recalculated C's bills. The Ombudsman was of the opinion that SP had provided C with a reasonable level of customer service. SP was required to provide C with a breakdown of the account charges.

### **12.9**

C took a CPS telephone service with a telephone company and did not appreciate that line rental charges would still be made by the original company. This led to a dispute which eventually led to services being suspended because of non payment. The dispute escalated to include a complaint about the customer services provided. SP accepted this complaint on the basis that it had been slow in dealing with the complaint.

The Ombudsman required SP to provide a goodwill gesture of an amount equivalent to the outstanding balance on C's account. SP was also required to provide a letter of confirmation that the balance on the account had now been cleared and an apology.

### **12.10**

C purchased a Data Card from T on a tariff which offered free internet access for a set fee. C said that T informed C that C could use the Data Card abroad for no additional cost. C used the Data Card abroad, and was charged. C complained to T that C had been misled over the costs of calls abroad. T disputed giving the advice C described, but did agree to credit half the disputed charges as a gesture of goodwill. C also complained that C had experienced some minor technical problems. T did not respond to this element of the complaint.

The Ombudsman was of the opinion that the evidence supported T's version of events, and that therefore T was entitled to demand payment of the disputed charges from C. T was not required to make a goodwill gesture to recognise the technical problems C reported because it was clear that C had still been able to use the Data Card and the

goodwill credit T had already made was considered generous. T was required to contact C to offer technical assistance for the technical problems C had reported.

### **12.11**

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

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

### **12.12**

C was a subscriber to SP's mobile phone service. C received a bill from SP. C disputed making some text messages listed on the bill, and therefore contacted SP. SP took a long time to respond. SP eventually stated that the call charges were valid, but agreed to credit C's account with a goodwill gesture. However, SP failed to provide the goodwill gesture.

The Ombudsman accepted that SP had performed a full investigation of the disputed text messages, and therefore considered them to be valid. She required SP to make the goodwill credit that it had failed to apply.

### **12.13**

C joined one of SP's telephone packages. C later discovered that the package did not offer a discount to customers who paid by Direct Debit, as other packages offered by SP did. C complained that this was unfair. SP offered to credit C's account with the Direct Debit discount C would have received up to that point. C complained that this credit was never applied. SP maintained that it was.

The Ombudsman was of the opinion that SP was entitled to offer different Terms and Conditions for different packages, and that SP had been reasonable in offering the credit. SP was required to confirm the date the credit had been made to the account.

### **12.14**

C subscribed to SP's broadband internet service. Subsequently SP wrote to C to inform SP was taking over C's telephone service. C says that C had not requested this, and contacted SP to cancel it. On two further occasions SP tried to transfer the telephone lines. SP informed the Ombudsman that the only way to upgrade to telephone package would be via the company's website. SP speculated that C had been upgrading in error. C's second complaint was that SP was charging C for service C had not requested. Although SP maintained that C had been charged correctly, SP refunded all disputed charges.

The Ombudsman considered that it was not clear whether C had accidentally ordered the telephone service or that SP had requested the transfer inappropriately, and that the evidence was finely balanced. However, as SP had refunded all disputed charges, she was satisfied that SP had taken reasonable action to resolve the complaint. SP was required to close the telephone account.

### **12.15**

The Ombudsman concludes C cancelled the order with SP during the cooling off period however due to a system error the order remained open and SP began to bill C each month. The Ombudsman notes C actively sought resolution to the complaint however it took five months for SP to action C's cancellation request and clear the account balance, that was not due. The Ombudsman was disappointed that despite C's complaint the debt management team pursued C for the balance, that was incorrectly charged.

The Ombudsman concludes there has been a failure in administration on this case and C experienced an inadequate level of customer service.

In summary the Ombudsman directs SP to:

- Issue a formal letter of apology to C including confirmation that the account is cancelled with a nil balance;
- Ensure C receives no further correspondence;
- Make a goodwill gesture by cheque in recognition of the customer service issues raised and the costs incurred when seeking resolution to the complaint.

### **12.16**

C complained to SP about nuisance telephone and text messages that C was receiving. C suspected that a member of SP's staff was responsible for this and C was left under the impression that SP would conduct an internal investigation into C's complaints. C sent numerous e-mails to SP about this matter and whilst SP did contact C by telephone, it never informed C whether an investigation had been made, and if it had, the outcome. C also complained that SP had deducted an excessive and unauthorised amount from C when C made a payment by Debit Card. SP denied this but the Ombudsman notes that there was some confusion as to whether C had made one or two payments.

The Ombudsman came to the conclusion that SP should have responded more fully and formally to C's complaints about the nuisance caused to C and should have advised C whether or not an investigation had been conducted. The Ombudsman whilst the Ombudsman felt that SP should do this, C advised the Ombudsman that the account had been closed and C wanted no further contact whatsoever with SP.

The Ombudsman decided that save for finalising billing, or dealing with any legal requests such as complying with the Data Protection Act, SP should not make any contact whatsoever with C. C however declined the Ombudsman's Final Decision.

### **12.17**

C arranged for call barring to be temporarily removed from the line to enable a child to make some national calls. C complained that this could not be replaced after the calls and was unable to contact T. C then contacted T, after T had left messages for C to contact due to large call charges being incurred over the next few days. C was unhappy and felt these should be cancelled by T. T stated it was unwilling to do so as the C had admitted the calls had been made by the child. The situation continued with C making may calls and letters. T maintained its position but made a goodwill credit to the account in an attempt to resolve the dispute.

The Ombudsman appreciated C's frustration but concluded T had acted correctly throughout. She concluded it was ultimately C's responsibility to ensure the security of the line and considered that T could not be held responsible. She believed T's goodwill was very reasonable and required no further action.

### **12.18**

C made moves to cancel an account with SP but appears to have relied on a replacement SP to cancel the account. The Ombudsman stated it was C's responsibility to ensure the account was properly cancelled. However, it later became clear to SP that C thought the account was cancelled and it did not act on this. SP did eventually provide credits to clear the account and cancelled it.

The Ombudsman viewed this action as appropriate and did not require any further steps to be taken.

### **12.19**

C complained that the supplier of the telephone line on which CPS calls were made had charged for international calls that the CPS carrier had also charged for. An analysis was carried out of both providers call charges and it was found that no duplication of charges had taken place. No further action was required in this regard.

A shortfall in customer service in that T had been slow to respond to letters sent to it. The Ombudsman required T to provide a small goodwill gesture for this.

### **12.20**

C disputed calls to some 090 numbers and to 123 on a bill provided by T. C had a premium rate call bar on the service but T explained that certain 09 numbers were not caught by this. T did provide a credit for the 09 numbers as it had upgraded its software and the disputed numbers would now be caught. T did this as a gesture of goodwill. C had attached an e-mailing device to the telephone line and accepted that it might be dialling 123.

The Ombudsman took the view that C was responsible for the actions of any device that c might attach to the telephone line and any charges generated by it.

T was not required to take any further steps in this case.

### **12.21**

C ordered a broadband service from SP by sending a letter to SP. SP sent C a Welcome letter a few days later but it did not supply C with terms and conditions for the services until some time later.

C discovered that C was unable to use the service and claimed that C was unable to contact SP's Technical Support for advice. Because of the problems C had with the service C decided to cancel it and sent an e-mail to SP for this to be done. SP said that it would not cancel the service as C was outside of the cooling-off period and that C had not given SP the opportunity to rectify the problems.

The Ombudsman noted that whilst seven days had passed between C placing the order for services with SP, C had not actually received the written information (terms and conditions) that related to the agreement until some time later. Seven day cooling-off periods for this type of selling commenced after receipt of SP's written information. In this case C had had asked for cancellation within that period and SP should accede to that request without applying any early termination charges to the account.

The Ombudsman decided that SP must cancel C's contract and refund any monies C had paid for the service C was unable to receive.

### **12.22**

C disputed calls with SP to international and domestic numbers. C said there was no one at the property. SP maintained the calls as correct. C continued to dispute the calls and service was then terminated and the debt referred to a collection agency. C advised that C had raised a fault with SP and engineer had discovered that line was routed to another property.

The Ombudsman said that SP had billed C incorrectly. The Ombudsman requested that SP remove all disputed call charges and award a nominal goodwill payment.

## **14.0 Faults (Equipment)**

### **14.1**

C had had several phones from SP over the years and experienced problems with all of them. This culminated in C being sent bills for phones C could not use and this resulted in C's credit file being affected. Upon contact SP advised that it would clear the balance and ensure no affect to C's file, as a gesture of goodwill. Yet C maintained that there remained 2 default entries on C's credit file. The Ombudsman found that SP's response to her request for information provided information in relation to one account, yet the case notes provided related to an earlier account. The Ombudsman presumed that these were the two accounts C was complaining about. The Ombudsman found that the first account had been cancelled accordingly within the cooling off period, and therefore this should not have affected C's file. Therefore the Ombudsman required SP to investigate this and ensure that any default was corrected for this account. For the other account, SP had confirmed that any default notice had been removed, yet C had provided evidence to suggest this was not the case. Therefore SP was required to take the necessary actions on this account and confirm them in writing to C. SP was also required to provide C with an apology for this.

### **14.2**

C subscribed to SP's Broadband Internet service. C said that the modem provided by SP was faulty, so C returned it by post. SP had no record of receiving the modem back. As C did not receive a replacement modem C refused to pay for the service. Therefore, SP cancelled the service and charged SP an early termination fee.

The Ombudsman was of the opinion that there was no evidence to support C's assertion that the modem had been returned, and some evidence to suggest C did not remember what had happened to the modem. Therefore, on the balance of probabilities she decided SP had not received the modem back and that therefore SP could not have been expected to replace it. She considered that SP was entitled to charge C for full contract term.

## **15.0 Faults (Line)**

### **15.1**

C complained to T after being unable to access its BB service. Many similar complaints were made by C, but T was unable to establish any faults but decided to make a goodwill gesture for the loss of service. C continued to experience problems, and T highlights that an engineer's visit showed the problems was due to a fault with C's

connection socket. This was repaired and C's problems resolved. C remained unhappy and felt T should provide compensation for the calls made to Technical Support, in addition to the fact there was a considerable time C was unable to use the service. C complained in writing and complained that T failed to respond. C then brought the complaint to the Ombudsman. T felt compensation was inappropriate in light of the problem being with C's equipment.

The Ombudsman appreciated C's concerns but concluded that T had acted correctly due to the fault being with C's own equipment. She welcomed that previous awards had been made by T, but concluded T could not be held responsible and she highlighted T's Terms and Conditions covering this point. However, she was concerned that T had failed to provide adequate customer service and required T to send a letter of apology and make a goodwill gesture to the account.

### **15.2**

C agreed to a service from SP but found that it did not work. C decided to transfer to a new provider, but did not inform SP of the initial problems until this decision was made. SP investigated and found the account should have been operational and charged a termination fee.

The Ombudsman considered the actions taken on the account by SP were justified but required a goodwill gesture and apology for the premature referral to a debt collector.

### **15.3**

C transferred service to SP but calling features were not provided for one month. SP said this was due to a technical issue. C was then unable to connect to Internet Service providers (ISP) 0845 dial up number. SP said that this was a problem with C's ISP and not SP. C sent letters of complaint but received no response.

The Ombudsman said that SP was not responsible for Internet dial up problem and urged C to contact relevant ISP. The Ombudsman however noted a shortfall in customer in relation to delays and misadvice given and so requested SP to send C a letter of apology and credit the account with a nominal goodwill payment.

### **15.4**

C had been experiencing consistent faults on C's line for a number of years and had reported these on many occasions to SP. C claimed to have suffered major inconvenience, loss of time, work and money as a result and refused a goodwill offer from SP, after its investigation. In line with her Terms of Reference, the Ombudsman could only look at events within the last nine months, and from then the Ombudsman was satisfied that SP had responded to all of the faults raised and tried to combat those as much as possible. The Ombudsman found that SP had also, without knowing the full extent of the fault, re-routed all of C's line which rectified the matters. SP then

processed an internal investigation following its internal complaints process and made C a final goodwill offer. The Ombudsman required SP to retain its original offer to C.

## **19.0 Installation**

### **19.1**

C complained that the service from SP did not work. SP investigated but could not resolve the issue, blaming C in part for being uncooperative. SP later agreed to close the contract without a termination fee, but required payment for the period the contract ran.

The Ombudsman considered there was no clear reason why the service for C could not be started but decided that C could have done more to assist. She required half the fees to be cancelled, given that both parties appeared to be equally to blame.

## **22.0 Internet Connection**

### **22.1**

C disputed international rogue dialler calls with SP. SP maintained and C continued to dispute. C said that C had not received requested call backs and had been kept on hold for lengthy periods of time.

The Ombudsman said that C was liable to pay SP for disputed calls. The Ombudsman requested that SP refund any late payment fees and award a nominal goodwill payment in recognition of any poor customer service received.

### **22.2**

C requested a BB service from SP but found the PC was unable to connect. The reasons for these problems were unclear with SP blaming C's PC and C stating it was the software provided. C employed the services of a PC expert and the report found no fault with C's PC. SP refused to make a refund and declared C was liable to the full 12 month contract. C complained about this fact and requested for SP to pay damages in addition to a full refund of all charges applied, the engineer's costs, and the subscription fee.

The Ombudsman concluded that although SP's software was being used by many of its customers there was too much doubt on this occasion for SP to fairly apply the Terms and Conditions. She required SP to send a letter of apology, refund all BB charges including connection fees, and also refunds the PC engineer's costs.

## **22.3**

C experienced connection problems with SP's broadband service and contacted SP about this. C was advised to contact SP's technical helpline and although C did this initially, C found that this was no help and therefore refused to continue calling. SP's technical helpline was a premium rate number. C requested call backs instead but these did not happen. C was advised by SP that the problem lay with C's equipment and to get this checked out. C did this at C's own expense and found the problem to be with SP's software. Due to this SP re sent new software to C but this was delayed and therefore C decided to cancel. SP maintained the 12 month contract but C refused to pay this and accessed another provider. In this instance the Ombudsman considered that it would have been good customer service for SP to have afforded C call backs from its SP team, but did note that a credit was applied for this. Furthermore, it was also clear that C did not have use of SP's service and also incurred costs diagnosing the fault, that turned out to be SP's. On this basis the Ombudsman required SP to credit the outstanding balance with an amount equivalent to two months line rental. SP was also required to provide C with an apology for any shortfall in customer service experienced throughout.

## **24.0 Mis-selling**

### **24.1**

C received a cold call from a company offering a mobile phone contract operated by SP. C thought the sales representative worked for SP. The sales representative offered a cash back deal. C agreed, and purchased a phone. Subsequently, C tried to claim the cash back. C was unable to obtain it. C complained to SP. SP informed C that the phone had been sold by an independent retailer, and that C should contact the retailer or complain to Trading Standards. C also complained that C had experienced problems with the handsets, and that they had been repaired and replaced several times.

The Ombudsman was of the opinion that SP could not be held responsible for the cash back offer made by the retailer, as it was not part of the contract offered. The Ombudsman advised C to complaint to Trading Standards if C could not obtain a response from the retailer, or if C felt C had been mis-led. The Ombudsman accepted that C had experienced some problems with the handsets and required SP to make goodwill credits to C's account to recognise the periods C was not able to use all the services offered.

### **24.2**

C contacted T with issues relating to mis-selling, mis-information, termination fees, credit refunds, and customer service. T stated that C had accepted an upgraded handset and therefore entered into a 12 month agreement, and if wanting to leave would incur termination fees. T acknowledged that a credit was offered to C but not applied.

The Ombudsman finds that as C has accepted and clearly used the upgraded handset is bound by the minimum 12 month contract term. There was no clear evidence of any service shortfall in this case. However, the Ombudsman was satisfied that T offered to credit C and that this should be met by the company.

Therefore, T should send C a clear breakdown of the account, also applying the credit refund for the tariff along with a letter of apology for any confusion this may have caused.

### **24.3**

C complained that when SP had called C and offered a telephone package, SP did not mention that the package was a combined line rental and call package. C said that C was of the opinion that SP had only offered C a call package. SP stated that it only offered a combined package, stated that its sales staff were made aware of this, that it was described in the welcome pack that was sent to the customer, and also several days after the sale the company had made a validation call to make sure the sale was conducted properly. SP also stated that the line rental charged was considerably lower than C's previous provider.

The Ombudsman examined the scripts for the sales call and validation call that SP had submitted. All three documents made it clear that line rental was included in the package, and contained several references to this. From this evidence she decided it was likely that C had been informed of the line rental. In any case, as the charges for line rental were considerably lower than the previous provider, even if SP had been misled over the nature of the package, C had actually benefited. Therefore, no further action was required.

## **29.0 Premium Rate Services**

### **29.1**

C complained to the SP about a large bill that including a large number of PRS call charges incurred during a very short period on one day. The SP advised that the calls were made to a television quiz show and stated it had no reason to believe these had not been legitimately made. C continued to dispute the charges.

The Ombudsman concluded that it was reasonable to assume that the calls had been knowingly made by C or someone who had legitimate access to C's telephone line. On this basis she required no further action to be taken by the SP.

### **29.2**

C was disputing Premium Rate Service (PRS) numbers that had appeared on C's bills, incurring C higher than normal charges, that C claimed C had not made. C complained

to SP who investigated and maintained the charges. C also lodged a complaint with the Premium Rate regulator. C waited for a response to this investigation before pursuing the matter. The regulator found that the service provider responsible for the PRS number was in breach of its Code of Practice, and provided C with the details for the companies concerned. C then sought to correspond with them, but found this to be unsuccessful. Therefore, C complained again to SP, yet the charges were again maintained. Following another period, C contacted SP again, and deadlock was reached. In this instance, although the Ombudsman was satisfied that SP was not responsible for the calls carried over C's line, she did consider that in line with its duty of care, SP could have alerted C to the high usage on the account, due to the rate at which the charges accrued in such a short time frame. Therefore the Ombudsman required SP to provide C with a goodwill payment that took this in to account. The Ombudsman also urged C to continue C's correspondence with the other companies concerned, in order to seek recompense for the disputed charges.

## **34.0 Service Transfer**

### **34.1**

C requested a Broadband service from SP but experienced a line fault as soon as the equipment was attached. SP provided an engineer visit but charged C for that service. C disputed the charge and SP refunded it as a gesture of goodwill. C continued to complain that the service was poor and also claimed that SP failed to restore the line to its previous state. There was no evidence to suggest that C had reported this problem to SP. C's line was disconnected due to non-payment of the account but later reconnected when the bill was paid. However, C claimed that the service had not been restored as quickly as it should have been. C asked SP for a business line but SP was unable to provide it. C complained that business costs had been incurred as a result of the failure to provide the service. C asked for compensation but claimed that SP failed to respond.

The Ombudsman was of the opinion that SP had taken the appropriate action in respect of this complaint. SP had responded to C by phone, as C had requested, and explained that it was unable to provide the service requested. The Ombudsman accepted that the service was subject to survey and therefore any costs incurred by C prior to this were entirely C's responsibility. The Ombudsman noted that C had experienced some customer service issues and in view of this she required SP to issue a letter of apology and small goodwill payment. SP was not required to issue any compensation or take action in respect of issues that had not been reported to it.

### **34.2**

C requested an account to be closed with SP. SP agreed but wanted to charge a termination fee. C reconsidered and agreed to remain with SP until the fee would no longer be applicable. C attempted to transfer away but SP stated that the new SP did not complete the process properly and continued billing for some weeks more.

The Ombudsman considered that SP could have done more to assist C and that SP had provided poor customer service. She required an apology and goodwill gesture, but requested that C pay for the calls carried by SP until transfer was complete as C had not paid any other service provider in the mean time.

### **34.3**

C stated that a new account could not be provided, but SP continued billing. It also escalated the debt to threaten legal proceedings. However, when SP investigated it found that the account had a technical error that prevented closure; SP also acknowledged that C should not have been billed.

The Ombudsman considered that C had experienced poor customer service and that SP could have done more to prevent the erroneous billing. She required the debt collection to cease, an apology and a goodwill payment.

### **34.4**

C experienced an interruption to the start of a new contract from SP. SP investigated and found some settings necessary on C's equipment was incorrect. SP advised C, but C appeared to not fully understand what was required. C then complained of a subsequent problem that was blamed on SP and that customer service had been poor. SP stated this was not the case.

The Ombudsman agreed with SP that it had taken all appropriate action but she also agreed with C that customer service had been poor, for which an apology and goodwill gesture was required. C remained liable to pay all other costs which were deemed to be correctly levied.

## **35.0 Stolen/Lost**

### **35.1**

C did not receive handset from SP as it was stolen in transit. SP confirmed to C that the account would be disconnected and C would not be charged. C then had direct debit payments taken for the account. C called and sent letters and emails to SP but received no response. C said that SP had breached its contract terms and so wished to cancel current contracts with SP without penalty. SP said it had now contacted C and refunded charges taken in error. Sp maintained that current contracts could not be cancelled without penalty.

The Ombudsman said that C had received poor customer service from SP. Sp to cancel contracts without penalty due to poor service received.