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2.0 Billing

2.1

C complained that T had failed to provide on-billing even though this had been agreed as part of the contract taken out. C complained that T had claimed to have resolved the issue on more than one occasion but that had not happened and the paper bills and credits which had been promised had not been provided either. T also provided copies of correspondence which showed that T had failed to address other issues to do with the contract and had, at one time, mistakenly disclosed details which enabled C to view a third party's on-line bill. As resolution, C wanted to be able to cancel the contract without penalty, compensation for the time which had had to be spent trying to resolve the problems. T also felt that the person whose details had been disclosed should be made aware of what had happened and be sent an apology. In its response, T accepted that the customer service provided to C had not been good enough.

The Ombudsman agreed that C should be able to cancel the contract without penalty and that T should send a written apology and goodwill payment for its poor customer service. The Ombudsman also required T to notify the third party that their details had been mistakenly disclosed, to apologise for that and to advise that individual what steps it might be appropriate to take to ensure that their details were safeguarded for the future.

2.2

C rented out a property to a tenant but required SP to send bills to C's home abroad and not to the residential address. Bills were delayed in the post and C was late paying. SP rang the residential number to warn of possible disconnection for non payment. C complained that SP had disclosed personal information, contrary to the Data Protection Act, and that the method of posting bills abroad made it impossible for C to pay the bills on time. SP maintained that it had not breached the Act and offered e-billing. C complained to Otelco.

The Ombudsman considered that SP had followed standard procedure and that C had means to access the account and was responsible for ensuring payment was received on time. The Ombudsman did not require SP to take any further action.

2.3

C incurred operated assisted mobile calls on C's account which incurred high charges and resulted in a high bill. C complained that although C's son had made the calls, C had a Call Barring facility on the account to prevent such calls from being made. SP maintained the charges advising that the Call Barring facility that was in place did not cover such calls. C complained further and although SP did provide C with a goodwill gesture towards the bill, the matter reached deadlock. The investigation found that SP did leave a message for C over a month prior to the bill to warn of the high spend, but received no further contact. Although it was clear that C's son had made the calls, in this instance, it was considered, inline with its duty of care, that SP could have been more pro-active in its approach to alerting C to the high

spend, particularly as it was aware that the spend was irregular and also that it was clear C had mobile calls barred. As no further action was taken until the bill was produced, it was proposed for SP to provide C with a further goodwill credit and apology. SP was also required to remove the remaining debt from its Debt Recovery Agency and allow C to adhere to a payment plan.

2.4

C complained via solicitors as SP sent C incorrect invoices. Following solicitors' intervention SP stopped sending the incorrect invoices. C claimed legal costs from SP, but this was refused and instead three months line rental credit was applied to the account. The Ombudsman was of the opinion that C did receive a shortfall in customer service levels as SP did not respond to C's solicitors within an appropriate timescale. However, it was considered that C could have mitigated the losses by using free services such as CAB or Trading Standards.

The Ombudsman required SP to provide C with an apology for poor customer service levels and a goodwill gesture payment; and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it has now been removed or amended.

2.5

C subscribed to SP's broadband service. After a few months, SP upgraded C's broadband account, and therefore charged C more than otherwise would have been the case. C did not have sufficient funds in C's account, and therefore C's Direct Debit failed. As a result, SP suspended C's services. C complained. SP undertook to refund C for the overcharging, and restore the services with immediate effect. SP failed to do this. C contacted SP on several further occasions. SP continued to promise to restore the services and refund the overcharging. However, it never did.

The Ombudsman was of the opinion that SP's failure to restore C's services and refund the amount overcharged constituted poor customer service. It was decided that this had had an adverse effect on C. Therefore, SP was required to refund the amount overcharged and to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

2.6

C requested a landline and Broadband service from SP. The C was not invoiced for the service and made contact with the SP several times to report this. The SP disconnected the service of C before producing an invoice.

The SP accepted that C had been disconnected unfairly as this occurred before C had received an invoice.

The Ombudsman required that the SP make a goodwill payment to C for the inconvenience caused. It also required that the SP provide a written apology to the C.

2.7

C and C's husband took out the same mobile contract with SP on separate accounts but with the same Direct Debit details. Although the correct bank details were given, SP contacted both C's to advise this had failed and manual payment was required. Therefore, C gave the new details again and the Direct Debit was reinstated, but it was not for C's husband. As a result C experienced the phones being barred and receiving demands for payment. C complained to SP and although the matter was sorted, it took several months before SP credited C's accounts for the error.

The investigation found, on the balance of the information provided, that the Direct Debit error was as a result of SP and not C as it was clear that the correct details had been provided on more than one occasion. It was clear that C had received poor levels of customer service too, but also that SP had since credited both accounts with a goodwill gesture in lieu of this. Therefore, the investigation proposed for C to confirm the closure of both accounts to C (as both C's had since transferred away from SP) provide C with an apology and also ensure that C's credit rating had been rectified.

2.8

C set up a Direct Debit with the Supplier but C's payments were not taken. The supplier stated that a system error occurred and C's Direct Debit had been cancelled. The Supplier offered C a substantial goodwill payment to resolve the matter and C accepted. C continued to complain that they were being chased for payment. The Supplier stated that C made only one further payment and a large balance had been incurred. C requested to cancel their account. The Supplier cancelled the account.

The Ombudsman was satisfied that the Supplier had resolved the initial Direct Debit issue. The Ombudsman considered that if C had continued to make payments the additional issues would not have occurred. The Ombudsman required the Supplier to confirm the outstanding account balance to C and it remained C's responsibility to pay.

3.0 Broadband

3.1

C complained that SP had not provided a broadband service, did not inform C of call cost to technical support and took direct debit payments too early. C sent letters to SP but received no response. SP said that C had been able to connect to broadband and provided evidence to prove this. SP said that C had problems with computer and SP did advise C to call back if problem persisted but C failed to do this and just requested cancellation. C also failed to make payment and so service was restricted,

The Ombudsman said that based on the evidence provided the broadband service did work. The Ombudsman said that the onus was on C to contact SP to initiate diagnostic tests but C failed to do this and requested cancellation instead. The Ombudsman therefore could find no reason why the termination fee should not be payable or why SP should refund broadband charges. The Ombudsman did note a

shortfall in service with regard to responding to C's letters. The Ombudsman required SP to credit the remaining balance with a nominal goodwill payment.

3.2

C claimed they were told broadband would be free but they incurred a monthly charge. The Supplier stated that C's exchange had not been upgraded and there were no plans to upgrade and therefore broadband was chargeable. C experienced a poor level of customer service. The Supplier offered to cancel C's contract without penalty.

The Ombudsman considered that it was likely C had been misadvised about free broadband. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology. The Ombudsman welcomed the Supplier's offer to cancel broadband without penalty and if C required this, the Supplier was required to fulfil its offer.

3.3

C encountered connectivity issues with broadband service supplied by SP. Despite following diagnostics the problem remained. C terminated the broadband service contract. Despite C write nine letters of complaint to SP the matter was not resolved and SP did not action the termination request. SP apologised that it did not respond to C's letters of complaint. The Ombudsman was concerned that SP did not provide a respond to C despite writing nine letters of complaint. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to refund the connection fee and to allow C to terminate services with SP without penalty.

3.4

C cancelled a service with SP but SP failed to remove a marker from C's line. C was unable to use another provider and complained to SP. SP confirmed that the marker would be removed but failed to do so at each request. C sent a letter of complaint but did not receive a reply from SP.

The Ombudsman was of the opinion that there had been a shortfall in service and that SP had failed to carry out a straightforward request. SP was required to confirm that the marker had been removed and offer an explanation for the delay. SP was also required to issue a goodwill payment to cover the cost of the complaint and in recognition of the inconvenience caused.

3.5

C was a customer of SP for its landline and broadband services but experienced a sudden loss of service due to a network upgrade. C reported this to SP but the problem was unable to be resolved for over a month and, therefore, C decided to cancel the account. However, despite having transferred to another provider, C

continued to receive monthly bills from SP with added charges. C complained again to SP but received no response.

The investigation welcomed SP's admissions and explanations in this instance as it was clear that C was without the service as a direct result of the network upgrade and also that SP had failed to disconnect the account properly when requested to do so. In addition, it was also found that SP had not provided C with any formal written response to the complaint. Therefore, it was proposed for SP to confirm the closure of the account without penalty and zero balance, provide C with a refund and goodwill payment, an apology and also confirmation that C's credit file had not been affected as a result.

3.6

C subscribed to SP's broadband and TV services as a package. SP was unable to provide broadband and C asked to cancel. SP would not release C from contract without payment of an early termination fee. C wrote to complain but did not receive a satisfactory reply from SP. SP then agreed to cancel but charged the termination fee. C requested compensation and withdrawal of the termination fee. SP did not reply.

The Ombudsman considered that SP had failed to fulfill the terms of the contract. C had tried to cancel but SP had refused to accept this. The Ombudsman required SP to credit the early termination fee and to refund all installation and monthly charges paid by C from the start of the contract. The Ombudsman also required SP to provide a goodwill refund in recognition of the shortfall in customer service and to cover C's telephone and postage expenses.

3.7

C subscribed to SP's broadband service. C experienced problems connecting. C reported these problems to SP. SP investigated the problem, but never reached a conclusion about the cause of the problems.

Although the Ombudsman accepted that customers would sometimes experience problems when they first subscribed to broadband, it was decided that the length of time SP had taken to investigate the problems was completely unacceptable. SP was required to refund all charges C had paid for the service, to make an additional payment to C as a goodwill gesture to recognise the inconvenience caused and to conclude its investigations and send its findings to C.

3.8

C experienced a delay with broadband being provisioned and the Supplier stated this was due to a mis-match of details. C failed to make payments on their account and it was subsequently disconnected. C believed that as the Supplier had cancelled the service it was not entitled to payment. C experienced a poor level of customer service.

The Ombudsman was concerned by the delay in providing broadband. However, the Ombudsman considered that the Supplier had cancelled C's service in line with its

collections process. The Ombudsman was of the opinion that C should remain responsible for the outstanding balance. However, the Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman required the Supplier to write a letter of apology and make a goodwill payment.

3.9

C complained that broadband was delayed with SP. C complained that broadband speed was slow. C called SP and sent letters of complaint but received no resolution. SP said that the broadband delay was caused by C's previous broadband provider not ceasing the service. SP said that the broadband speed cannot be guaranteed but C had now been upgraded to Local Loop Unbundling (LLU) which should resolve the problem,

The Ombudsman said that SP could not be blamed for the broadband activation delay. With regard to the broadband speed the Ombudsman was concerned with any misinformation provided. The Ombudsman was also concerned with several service shortfalls that C had received. The Ombudsman required SP to award a nominal goodwill payment and send C a letter of apology.

3.10

C signed up with SP for a telephone and broadband package. C was under the impression that the broadband would be free of charge but this was not the case. C cancelled service but has not paid all of the bills. C says was given incorrect contact numbers and sent in letters which were not answered.

SP apologises for any misunderstanding surrounding the sale of the package. SP has already offered an award and removed the cancellation fee. SP advises cannot trace C letters.

The Ombudsman required SP to retain its goodwill gesture and make a further award for shortfalls in customer service and costs incurred by C. SP also to offer an apology to C.

3.11

C complained of a broadband delay with SP and that SP failed to provide C with the promised refund and also failed to inform C that SP had changed address. C sent letter to SP and SP responded offering C the refund that C requested. C however decided to decline this offer. SP said that the broadband delay was due to the first MAC expiring. SP said it had no record of promising C a refund for the delay but as goodwill if offered C what C had requested. SP confirmed it did not have a new address.

The Ombudsman said that as it could not be known why the first MAC code expired then SP's offer of goodwill to cover broadband rental paid with previous provider was reasonable. The Ombudsman was however concerned that SP failed to respond to letters sent by recorded delivery and so required SP to increase the goodwill offer. The Ombudsman's confirmed that SP had not changed its address.

3.12

C complained their broadband speed was slow and they were meant to have a faster speed. The Supplier stated that the speed of broadband was not guaranteed and was dependent on the customer's line. C requested to cancel. The Supplier advised C they were outside the cooling off period and would have to pay an early termination fee. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had not mis-lead C regarding the broadband speed and the limitations to the service were advertised. The Ombudsman was of the opinion that if C wished to cancel their contract they should remain responsible for the penalty fee. The Ombudsman determined that a shortfall in customer service had occurred and the Supplier was required to make a small goodwill payment.

3.13

C subscribed to the Supplier's broadband service but there was a long delay before the service was activated. The Supplier stated the delay was due to an exchange fault. C experienced a poor level of customer service and requested a large amount of compensation. The Supplier made a nominal goodwill payment.

The Ombudsman considered the exchange fault was unforeseeable. However, it was without doubt that a shortfall in customer service had occurred. Although the Ombudsman did not require the Supplier to meet C's compensation demands, it was required to make an additional nominal goodwill payment and write a letter of apology.

3.14

C alleged that SP was unable to resolve C's computer problems and was the cause of the faults on his computer. SP advised that it assisted C and tried to resolve the problems. The Ombudsman found that SP had provided a shortfall in service levels as it did not take ownership to deal with C's issues. Although the causal link that SP was the cause of C's computer problem could not be established SP was required to provide C with a goodwill gesture payment and allow C to leave SP without penalty or for SP to arrange for its Technical Department to assist C further to resolve the email issue.

3.15

C ordered broadband 11 months ago but service still has not been provided. C has made numerous calls and sent in letters. C would like broadband connected and compensation for the time taken in resolving this. C has also purchased a router for the broadband that has never worked.

SP advises problems with provision are due to a previous tenant not transferring their service. SP regrets the problems C has experienced and would like the opportunity to provide broadband.

The Ombudsman required SP to offer an apology for shortfalls in customer service and delay in providing the service and to cover the cost of the router. Also to create a new order for broadband and provide the service.

3.16

C was unable to connect to the broadband service. C did not complete the diagnostic tests therefore SP could not escalate the problem for further tests. C complained that SP failed to issue correct accounts. SP apologised for its errors and credited the account accordingly.

In summary the Ombudsman requires SP to

- maintain the outstanding balance on the account;
- contact C to arrange a mutually convenient time to run diagnostic tests so it is able to deliver the service C is currently paying for. If after testing, a fault is found on the line, a fee free cancellation will be awarded and a full refund of all broadband charges will be given. However, if the service is able to connect, no refund should be given but C will be charged at a reduced rate due to transferring the calls and line rental;
- make a goodwill credit and issue a letter of apology in recognition of the customer service issues raised.

3.17

C agreed to a broadband service from SP, but after a short while the speed of the service deteriorated. As there were problems at the exchange, SP was unable to improve the speed for any length of time and C complained. SP did try to resolve C's complaints about the speed of the service, but it failed to respond to C's letters of complaint.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to apply a goodwill credit to C's account for failing to respond to C's letters. However, it was considered that SP was not able to improve the speed of C's broadband service to the level required by C. Therefore, SP was required to contact C and offer two options to resolve the complaint. No further recompense was required, as C had already had credits applied to the account.

3.18

C experienced a loss of broadband and a poor reply when contacting SP. SP accepted the loss of broadband and that call backs were not actioned or letters replied to.

SP was required to cancel C's contract agreement without penalty, offer a goodwill gesture payment, against any remaining outstanding balance and refund any overspill, refund all broadband charges taken to date, send a clear breakdown of his outstanding balance and refunds to be applied and send a letter of apology

3.19

C agreed to a broadband service with SP but could not get the service connected. SP accepted that the broadband service could not get connected and offered a goodwill gesture payment. It was concluded that C has encountered an unreasonable delay in the attempted provision of the broadband service and a delay to letters sent. C may have also been incorrectly charged for the broadband service however this will be addressed when SP re-calculates C's account.

In full consideration of the facts and issues surrounding C's complaint against SP it is required to offer C a goodwill gesture credit, send a clear breakdown of the account to ensure that no charges have been raised and debited for the broadband service. Any charges found should be credit to C's account and send a written apology.

3.20

C complained that SP delayed providing the broadband service. Once it was activated the service did not work. C called Sp and sent it a letter but received no response or assistance. SP said that there was a fault at C's exchange which was being investigated.

The Ombudsman said it was clear that C had received poor customer service from SP. SP delayed providing the broadband service and has also failed to repair a fault within three months. SP was required to keep C updated on a weekly basis with regard to the fault, refund rental paid, refund the connection and award a nominal goodwill payment in recognition of the poor service received.

3.21

C agreed to SP's landline and broadband services but experienced problems with both such as delays in the provision and also faults. C complained to SP about this but despite referring the faults to the network supplier, was unable to resolve it. Therefore, C took the decision to transfer the services away from SP, but continued to complaint, but to no avail.

The investigation welcomed SP's admissions in this instance as it was clear that C had received several shortfalls in customer service not only with its delayed provision of the broadband service but also its failure to resolve the reported fault that left C with no service and its failure to respond adequately to C's complaints. On this basis, it was proposed for SP to allow C to be released from the contract without penalty and with a zero balance, to provide C with a total payment that included a refund and a gesture of goodwill, an apology, the relevant form in order for C to return the necessary equipment, ensure C received no further billing and also that C's credit status had not been affected as a result.

3.22

C said that SP had charged for a broadband service not provided. C also disputed a bill from SP. C sent ten letters of complaint to SP but remained dissatisfied with the responses received. SP said that it had not charged C for broadband. The payments C made were for broadband at C's old address. SP said that the bill C disputed was correct.

The Ombudsman said that the disputed bill was correct because at the time of the bill C was still a customer of SP's. The final bill was however incorrect as it did not refund line rental. The Ombudsman was concerned with SP's responses to C as these did not address all of C's issues. This was viewed as a shortfall in customer service. The Ombudsman required SP to produce and amended final bill to show the rental refund. SP was also required to award a nominal goodwill payment and send C a letter of apology.

3.23

C said was informed by SP that C had a 14 day cooling off period in which to try SP's services. C then received the welcome letters which did not advise of a 14 day cooling off period and so C cancelled. C however then received bills from SP which C disputed. C says received a letter from SP offering a refund but this was never received and the debt was passed to a collection agency. SP said that although C cancelled the broadband service C did not cancel the line. Therefore C was liable to pay for services used and the termination fee. SP said it had no record of offering C a refund.

The Ombudsman said that it was clear that C had not cancelled the line service within the cooling off period. The Ombudsman was however concerned with service shortfalls received and misinformation and so as an amicable resolution the Ombudsman required SP to remove the outstanding balance as goodwill.

3.24

C moved house and was unable to connect to broadband for two months. SP credited the line rental but C requested compensation. SP made a goodwill offer but C refused and complained to Otelio. SP withdrew its offer of compensation.

The Ombudsman considered that C's claim for compensation was excessive. The Ombudsman considered that SP had made a reasonable offer and required SP to provide a goodwill credit for this amount in recognition of the shortfall in customer service.

3.25

C encountered a delay in a broadband provision. SP acknowledged the delay but stated that it was due a third party marker being present at the new address moved to by C. It was concluded that although, C incurred a initial delay in the provision of the broadband service, this was not the fault of SP, but due to a marker being present when moving to new premises. However, C has contacted SP many times and sent letters of complaint that have gone unanswered. This is a service shortfall.

SP was required to credit any charges raised for the broadband service before the activation date, (if any), offer a goodwill gesture credit of two months free broadband, for the service shortfalls, contact C directly to discuss any concerns with the broadband service and send a letter of apology

5.0 Cancellation

5.1

C cancelled account with SP, but this was not actioned and C received bills from SP and later from the Debt Collection Agency. SP apologised for its error and confirmed account had been reduced to zero. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide a goodwill payment, to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

8.0 Customer Service

8.1

C ordered a wireless router from SP's website. SP charged C's credit card but failed to provide the router. C asked for a refund but SP claimed the router had been dispatched. SP later acknowledged that the router had not been sent. C had made many calls to SP to resolve the matter but without reply.

The Ombudsman was of the opinion that SP had acknowledged its errors in handling the complaint. It was clear that there had been a shortfall in customer service and that C had been inconvenienced. SP was required to issue a refund of the payment taken for the router, to issue a letter of apology, and to issue a goodwill payment in recognition of that inconvenience.

8.2

C moved house and complained that there were delays in providing the service at the new address. The timescales involved in transferring the broadband and telephone services were found to be reasonable and it was noted that little notice of the move was given by C. Complaint was also made about the customer service experienced. It was found that there had been some delays in responding to contact from C but SP had provided numerous goodwill gestures to C in this respect. This was considered reasonable.

No further steps were required of SP.

8.3

C requested to cancel but the Supplier failed to action the request. C made several complaints to the Supplier but it still failed to cancel the account. The Supplier claimed not to have received C's requests. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier had failed to take appropriate action in a timely manner. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to cancel the account and backdate the service charges to when the first cancellation notice was given. The Supplier was also required to write a letter of apology and make a goodwill payment.

8.4

SP failed to action C's request to cancel the account and continued to raise charges each month. Despite C actively seeking resolution to the complaint the case became protracted. SP failed to provide a refund of the credit balance. The Ombudsman concludes SP failed to effectively administer this account and the customer service demonstrated was lacking.

In summary the Ombudsman requires SP to provide a written assurance that the account is fully closed showing a nil balance and no more bills will be issued; make a goodwill gesture including the refund due and to issue a formal letter of apology.

8.5

C requested that SP add certain free call features to the telephone account, but a system error caused the wrong ones to be added and C was incorrectly charged. C also requested to pay by Direct Debit, but this did not happen as there had been an error setting up the account. C complained to SP in writing and although SP acknowledged the letter, a full response was not sent.

The Ombudsman concluded that SP was required to apply a goodwill credit to C's account, send C a goodwill payment, review C's account to check whether C was being asked to pay the correct monthly amount by Direct Debit and send a letter of apology

8.6

C requested broadband from SP but there was a delay in providing the free service. Meanwhile SP paid the old SP rental. C also wrote to SP and received no response. C would like a rental rebate from SP for rental paid to old SP when broadband had not been provided and a goodwill gesture for problems experienced.

SP has offered an apology for the delay in providing broadband and has confirmed they did not respond to C letter to which they have also offered an apology.

The Ombudsman required SP to apologise to C for delay in provision and for any shortfall in customer service. An award was made for shortfalls in customer service and for the delay in providing the service.

11.0 Disconnection

11.1

C made payments to SP, but SP restricted the service. Despite contacts from C SP pursued C for payment for period when there was no service. SP advised the Ombudsman's Office that C's account was restricted due to non payment. The Ombudsman accepted that C was in default, but it was noted that SP took a long time to resume the account after C made a payment. The matter was further exacerbated when SP did not address C's issues. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition a goodwill payment; to provide a credit refund to the account for any period the service was restricted as a goodwill gesture; to remove any termination fees levied on the account; to allow C to resume the service since there was an 18 month contract still remaining; and to provide C assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

12.0 Disputed Charges

12.1

C cancelled a mobile phone account, but subsequently requested a PAC, which SP provided. C disputed charges for the period after the account had been cancelled. SP failed to explain the charges to C, although C requested this several times.

It was acknowledged that SP had the right to apply charges up to the date on which C's number was transferred, even though this was after the date C had asked for the account to be cancelled. However, it was noted SP had agreed to backdate service charges to the cancellation date and that it had not done so. The Ombudsman considered C had paid the due balance on the account and that SP had incorrectly pursued C for payment. It was also noted that SP had not provided C with information about the charges or replied to all of C's letters. SP was required to send a letter of apology, confirm in writing that C's credit file had been amended, that the account had been closed with a zero balance and make a payment as a gesture of goodwill.

12.2

C downloaded a rogue dialer and incurred PRS and international internet charges. C disputed the charges. SP offered C a call barring facility for a small monthly charge, which C refused. C subsequently incurred further PRS and international internet charges.

The Ombudsman was satisfied that SP was not responsible for C's failure to install adequate security software. The Ombudsman acknowledged SP's offer to apply call barring, but considered that SP could have applied a call bar free of charge which may have prevented further PRS charges, although it was accepted that the facility would not have prevented further international internet charges being incurred. SP was required to apply a credit as a gesture of goodwill and provide C with the opportunity to arrange a payment plan.

12.3

C experienced problems with a broadband service that led to the cancellation of the service. A Migration Authority Code was requested and was provided. SP said that it was not aware that the account was to be cancelled but this was not accepted as it was considered that if a Migration Authority Code was requested (and supplied) C would go on to cancel the account. Having provided the Migration Authority Code and being aware that the account had migrated to another provider, SP continued to bill C for the service, despite many calls made by C in this regard. SP said it had experienced a problem which caused bills to be generated for some time. This was considered poor customer service. SP had credited back the overcharges but the period that this refund related to did not appear to be the full period. This period was clarified and SP was required to provide a full refund for the stated period.

SP was required to provide a letter of apology for the poor customer service experienced in this case, confirm the refund provided in respect of broadband charges collected after the cancellation of the service. The dates that this period was to relate to was clarified and all charges collected for broadband during this period were to be refunded. This was to be refunded in the form of a cheque and SP was required to provide a goodwill gesture, in the form of a credit to C's account.

12.4

C ordered telephone services from SP. C then asked for broadband which C believed was included free of charge. C received bills for broadband and complained. C was assured that the broadband would be free from July but then continued to receive bills. C complained by telephone and letter but continued to be billed and received no reply to the letters and the account was referred to a Debt Collection Agency. C complained to Otelco.

SP advised that C had not requested to upgrade to the service that included free broadband and was therefore liable for the charges outstanding on the account. The Ombudsman considered that SP had provided poor customer service. C was poorly advised when requesting the broadband service. SP failed to upgrade C to the free broadband package following C's request and complaints, and failed to respond to any of C's letters.

The Ombudsman therefore required SP to provide a goodwill credit for the outstanding balance on the account, to provide a goodwill payment for the expenses of telephone calls and letters and to send a written apology.

12.5

C received a bill with premium rate services charges on it. These were disputed by C who suggested that a third party was accessing the line and making these calls which C would then be held responsible for. C also claimed that there was no telephone attached to the broadband line at C's house. This was not accepted as other calls were recoded on this line which had not been disputed. As no support had been provided for the claim that a third party was accessing C's line and it would be extremely unlikely, this was not accepted.

No further steps were required of SP but it was recommended that a payment plan should be allowed in this case.

12.6

C required an engineer's visit to fix an intermittent fault on equipment in C's house. After this visit C challenged the charge for the visit saying that the equipment was SP's therefore SP should maintain it. The contract with SP was clear that equipment would be maintained at C's expense unless the damage was as a result of fair wear and tear. This did not apply in this case as C had only the service for six months.

No further steps were required of SP.

12.7

C ordered a package of services from SP which included a broadband service. C experienced connectivity issues to the broadband service which SP was unable to overcome. C requested a transfer of services to another service provider but there was a delay in completing this and C went without a line service for three weeks. When C complained to SP, SP agreed, as a gesture of goodwill, to clear all outstanding charges on the account, close it with a zero balance and to apply a credit to the account. SP did not complete these actions so C complained to the Ombudsman.

The Ombudsman noted that following C's complaint the SP had addressed the majority of promises it had made to C but it had not sent C a credit refund that was due. The Ombudsman concluded that SP should do this.

12.8

C disputed fee for broadband after house move. C said that SP did not inform C of this fee. C sent emails and letters to SP and received a deadlock letter. SP said that it could not be known what was discussed with C but that its terms and conditions clearly advised of the fee should a customer move house.

The Ombudsman confirmed that C remained liable for the fee but was concerned with any lack of information C received. In recognition of any service shortfalls the Ombudsman required SP to award a nominal goodwill payment.

12.9

C queried the number of calls on his telephone bill as C was out at work at the times many of the calls were made and no one else had access to the premises. SP investigated and checked the line and the exchange but no faults were found. SP maintained the charges. C complained to Otelo.

In the absence of any fault on the line or at the exchange the Ombudsman accepted that C was responsible for the call charges. The Ombudsman considered that SP

had investigated and provided written responses to the complaint in a courteous and timely manner and did not require SP to take any further action.

12.10

C complained that SP overcharged for a service. C complained that SP did not respond to their complaint. SP investigated the Otelo complaint and could see no reason to dispute the charges.

The Ombudsman concurred with SP, that the charges were correct, but that there had been a shortfall in customer service over C's complaint letter not being addressed. SP was required to make an apology and a small goodwill gesture.

12.11

C disputed entering into a contract with the Supplier. The Supplier confirmed that C had been given incorrect information and agreed to cancel the account without penalty. There was an error during the transfer of C's service back to their chosen supplier. The Supplier explained this was due to the wholesale company and it had been given a refund to pass on to the customer. C experienced a poor level of customer service.

The Ombudsman welcomed the Supplier's action of cancelling the contract without penalty but was concerned with the incorrect information C had been given. The Ombudsman considered the error that occurred with the transfer was not the Supplier's fault. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology. Additionally, the Supplier was required to refund charges C had incurred after the transfer should have taken place.

12.12

C transferred telephone services but continued to receive bills from SP and payments were taken by Direct Debit. C complained and was promised a refund but it never arrived. C wrote three letters and was assured that a refund would be sent plus an amount as compensation. C did not receive anything. C also complained that SP had discriminated against C because of a speech and hearing disability. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP and there had been an unreasonable delay in processing the refund. The Ombudsman recommended that SP review its disability policies to ensure that its customers were not made to feel uncomfortable. The Ombudsman required SP to increase its offer of compensation and to send a written apology.

12.13

C moved home and began to receive incorrect telephone bills from SP due to breakout calls. C had to telephone each month to ask for credits to be applied. C

transferred to another service provider and continued to receive bills from SP. C wrote to complain but the recalculations were not completed and C complained to Otelco.

SP agreed to complete the credit calculations and offered a goodwill credit for the stress and inconvenience. SP then agreed to refund any credit balance on the account. The Ombudsman also required SP to compensate C for expenses incurred in trying to resolve the complaint and to send a written apology.

12.14

C was moving house and contacted SP to advise. C received an engineer visit in order to 'switch on' the service, but no other work was undertaken. However, C then received a bill which included a charge for this. C complained to SP and maintained that C had been advised initially that no charges would be levied for the house move. SP maintained the charge throughout.

From the evidence provided, the investigation found that it was probable C had been made aware of the potential costs involved with the house move, which included any engineer charges. The investigation was also satisfied that following C's oral complaints, it investigated the matter correctly. However, it was found that SP had response to C's written complaint and, therefore, it was proposed for SP to provide C with a small goodwill payment and also an apology.

12.15

C returned a handset to the Supplier but was given contradictory information as to whether it had been received. C claimed they had been offered a large discount on the tariff charge but the Supplier said there was no record of the offer. C was charged twice for line rental and the Supplier corrected this with a credit. C experienced a poor level of customer service. The Supplier offered a smaller discount off the subscription fee.

The Ombudsman considered that a clear shortfall in customer service had occurred. The Ombudsman was not presented with any conclusive evidence to suggest that C had been offered the larger discount. The Supplier was required to fulfil its discount offer and make a goodwill payment for the shortfall that had occurred. The Supplier was also required to write a letter of apology.

14.0 Faults (Equipment)

14.1

C purchased a handset from a third party and entered into a mobile phone contract with SP. C complained about a handset fault but did not want SP to send it away for repair. C made arrangements to take it to a local store which was unable to repair it. C complained to SP. SP arranged for the handset to be repaired and provided a goodwill credit for the time it was away. C also complained about call charges on the account. SP applied credit for the disputed amount. C complained about the poor

customer service and the fact that the handset was still faulty two months after the repair. SP offered a further repair and goodwill credit. C refused and referred the complaint to Otelo.

The Ombudsman considered that SP had made a reasonable offer and did not require SP to take any further action.

14.2

C contacted the SP regarding a fault with their telephone line. The SP advised that if this was due to internal wiring problems then C would be held responsible. C accepted this situation but complained about the SP applying excessive charges for the work carried out. The SP advised that it merely passed on the engineering charges from the line provider, but C continued to dispute this matter asking for a breakdown of the work. The SP asked for this information from the line provider, but this was not provided.

It was concluded that the SP had acted correctly when passing on the charges. However, the SP subsequently managed to obtain a breakdown of the engineer's charges and this highlighted a clear contradiction regarding the length of the visit. It was explained to C that the engineer service was not within the remit of the Ombudsman and recommended that C contacted their local Trading Standards Office.

It was also concluded that the SP had failed to provide an adequate level of customer service, with there being no reply to some letters of complaint. Therefore, the SP was required to send a letter of apology, provide written confirmation of the engineer's charges, and make a goodwill credit to the account.

14.3

C had a faulty handset and complained that SP delayed sending a replacement. C requested cancellation of the contract without penalty due to the delay. SP said it had credited C with rental paid whilst without service and also offered a goodwill payment which C declined. SP proposed to honour this offer and also send C a brand new replacement handset free of charge.

The Ombudsman said that the handset was not part of the airtime contract with SP. Therefore the problems with the delayed repair and replacement did not justify cancellation of the contract without penalty. C had however received a shortfall in customer service but the proposed goodwill and replacement handset were viewed as a reasonable award in recognition of this.

15.0 Faults (Line)

15.1

C requested a broadband service from the SP, but complained about the subsequent problems experienced due to work being carried at the exchange. It was concluded

that C had failed to receive an acceptable level of customer service, with the SP failing to respond to the customer's concerns or any form of update. Additional problems were experienced when the SP failed to process C's cancellation request, and then cancelled the order when C agreed to continue with the installation.

In resolution the SP was required to send a letter apology, ensure C had not incurred any broadband charges, make a goodwill credit to the account, contact C to establish if they still want a broadband service or ensure it is cancelled with penalty.

15.2

C agreed to a telephone and broadband service with SP and received both services as promised. However, after exchange was carried out at the exchange, both services were lost and there was a delay in reconnecting the telephone service. Once it was reconnected, C was still unable to connect to broadband. C complained to SP over the telephone and in writing, but C was still unable to connect.

The Ombudsman concluded that C had received a poor customer service from SP and lengthy delays and required SP to apply a goodwill credit to C's account. SP was also required to send C a letter of apology, refund the telephone charges when the service was lost and consider C's request for financial recompense for increased mobile phone costs. However, C was required to send SP copies of the bills for that period. SP offered to continue to try and resolve the broadband connection problems or cancel the contract without applying an early termination fee, together with a refund of the connection fee.

15.3

C contacted SP on numerous occasions about a fault on the telephone line. SP as the line provider advised C to contact the CPS calls provider and the broadband service provider. C did this and was advised by other companies to contact the line provider. C wrote to SP on three occasions, but received no response.

The Ombudsman was of the opinion that C received a shortfall in service levels as SP did not carry out a fault test on the line and did not respond to C's letters. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment and to arrange for a SP Engineer to visit C by appointment and check whether the telephone line was functioning correctly.

15.4

C could not connect to broadband and stated that a poor reply was received from SP. SP stated that the initial connection problem was due to DACS being present on the line but accepted that after a further connection, a shortfall in service was encountered. It was concluded that C's initial broadband connection charges was directly due to DACS being present on the line. There has been no evidence provided to indicate that C was mis-sold the package by a SP Sales Advisor regarding the company being able to connect the service whilst the DACS was present.

SP was required to contact SP and make an attempt to connect the broadband service. If unable to connect, SP was required to offer a penalty free cancellation to C of the broadband service, offer a goodwill gesture credit, for the overall service shortfalls and send a letter of apology.

16.0 Financial Loss

16.1

C requested business lines from SP, but due to a system error the order was sent to the residential department. This caused a lot of confusion and C's lines were suspended on occasions, due to the credit limits on the account. C complained to SP and decided to move to another service provider. However, SP failed to respond to C's complaint and there was a delay in transferring the service. C stated that SP had sent C a cheque, but had promised a much larger sum for the business losses.

The Ombudsman concluded that there was not sufficient evidence to support C's claim, but required SP to clear both C's accounts to zero and provide confirmation that the accounts had been closed. SP was also required to send C a letter of apology and confirm that any credit files had been amended to show that no debt was owed and that the accounts had been closed.

17.0 Fraud

17.1

C was the owner of various companies and had a specific number attached to one of those companies. However, C then realised that a franchisee had taken the number for their separate business and C complained to SP for allowing this to have happened. SP advised that the company name had been changed on the account beforehand and as that company then went into administration, it was within its rights to allow the number to be transferred to another customer. C maintained that C had not authorised any name change on the account and request that SP compensate C for the subsequent loss of business and return the number to C.

In this instance, although the investigation acknowledged C's predicament and probable loss/disruption to business, it was considered that SP had acted within its rights in line with its Terms & Conditions. The investigation was satisfied that as the company had been sent into administration, and was then bought by the franchisee, SP simply transferred the number to the first customer who had shown interest in it. Nevertheless, the investigation did find elements of poor customer service from SP in relation to its response to C's complaint. Therefore it was proposed for SP to provide C with a goodwill payment and apology, and also take the necessary actions in providing C with a new number.

18.0 Information Disclosure

18.1

C complained that SP released personal data to another customer. C complained to SP but remained dissatisfied with its response and offer of compensation. SP said that the error occurred when another online customer had been provided with C's username and password. SP said that its offer of compensation was viewed as a reasonable and fair.

The Ombudsman said that it was clear that SP had contravened the Data Protection Act. The Ombudsman however said that the offer made by SP was a reasonable award in these circumstances.

19.0 Installation

19.1

C requested a package of services from SP which included a broadband service. SP provisioned call and line services but delayed in the provision of the broadband service. C complained about the delays but SP failed to provide a response to C's complaints. C decided to cancel the services but SP failed to act on this request. In addition to the delay in provisioning the broadband service, C felt that SP had incorrectly applied charges for calls to the account and C brought all matters to the Ombudsman.

The Ombudsman concluded that SP had not acted on C's wishes for cancellation of the services and given the fact that the broadband service had not been provisioned; SP should cancel services without applying any penalty for mid-term early cancellation.

Having examined evidence SP supplied to the Ombudsman about the call charges the Ombudsman was satisfied that C's claims about overcharging could not be supported. However, the Ombudsman noted that there had been numerous shortfalls in customer service on the part of SP in its failure to deal with letters and calls C made about the account. In recognition of these, the Ombudsman directed SP to make a goodwill gesture to C and send C a letter of apology.

19.2

C complained that SP failed to complete a transfer of services with a house move. SP stated that the provision for one service incorrectly preceded the other, resulting in a delay. It also acknowledged that advice from its advisors had at times been conflicting and the requirements on C, to assist with reconnection, were not clear. SP offered to refund C's connection fee and make a goodwill payment.

The Ombudsman considered there had been poor customer service, but this had been recognised by SP in its apology and goodwill payment. No further action was required, as the complaint had effectively been resolved.

19.3

C asked SP to reroute and reconnect a telephone line at C's home. On three occasions, SP's engineers did not turn up. SP did eventually connect the line. C later asked SP to change the telephone numbers of two of the lines C rented, and to cancel the other line. SP mixed the instructions it was given up. C was without C's lines for a day while SP resolved the problems. C complained to SP. SP recognised the problems, and offered to make a payment to C to recognise the inconvenience caused. C did not feel the offer was adequate.

The Ombudsman acknowledged that C had been caused significant inconvenience because of the various problems C had experienced. However, SP's offer was considered reasonable. SP was required to pay the amount offered to C.

19.4

C complained that a service from SP was never installed. SP investigated and stated there was an error by another service provider which cancelled C's order, which needed the order to be re-applied. SP offered C a goodwill gesture, but this was rejected by C.

The Ombudsman considered there had been a shortfall in customer service for C but which was not caused by SP. However, SP was required to reimburse C for the period the service was unavailable to them and apologise for the delays.

19.5

C complained that SP failed to provide a full service package as expected and failed to make expected call backs. SP investigated and stated there were initial problems with a third party service provider, but conceded that customer service, after this was resolved, was not good. SP offered to send an engineer to assist with installation, but C stated they had been informed previously that this was not possible.

The Ombudsman considered C had experienced poor customer service, but it had in part been recognised by SP. SP was required to allow C to close the account, without incurring a penalty fee and to make a goodwill payment in recognition of the poor customer service.

19.6

C complained that a service from C was never available. C complained and SP stated that there would be a delay. The delay for C was too long and C complained again, asking for cancellation of the contract. SP agreed with this and offered to cover some of C's costs and make a goodwill payment.

The Ombudsman considered the delay was unfortunate for C who had been unable to use SP's service, but the apology and goodwill payments were proportionate. No further action was required of SP.

19.7

SP delayed in provisioning a broadband service to C. C claimed that this caused C to suffer businesses losses and C wanted compensation for this. SP made an offer of goodwill to C for inconvenience the delay caused but C declined this and complained to the Ombudsman.

The Ombudsman decided that SP's terms and conditions specifically stated that the service was for personal use and it was not responsible for any business losses. C's request for compensation for this was therefore not agreed.

However, the Ombudsman commented that the delay had caused C to be without a service for a long period of time and directed SP to make an appropriate goodwill gesture for the inconvenience this caused.

19.8

C moved house and transferred services to the new address. C was unable to connect to broadband and cancelled the services and requested a Migration Authorisation Code (MAC). SP failed to provide a MAC despite repeated requests by telephone. C wrote to complain but did not receive a reply. C complained to Otelco.

SP advised it was unable to generate a MAC through no fault of its own. The Ombudsman accepted that SP had made every effort to obtain a MAC but considered that this had caused inconvenience to C. The Ombudsman required SP to provide a goodwill payment to compensate C for expenses and inconvenience and to send a written apology. The Ombudsman also required SP to provide a MAC as a matter of priority and to close the account and clear the line.

24.0 Mis-selling

24.1

C, a small business complained that it had been mis-sold services by SP. After complaint this was accepted by SP. It was agreed that the accounts should be returned to the original SP and this was progressed but there was a problem meaning that neither SP was sure at to which was billing C for calls made. This was considered poor customer service as was the transfer in error. SP was required to ensure that matters were progressed and that C was kept informed of the progress.

SP was required to provide a letter of apology for the poor customer service experienced in transferring services when it should not have and provide a goodwill gesture to reflect this poor customer service. It was also required to provide an assurance that it will cover any costs involved in the return of services to the original SP. This would be upon production of proof of any charges; further SP was to provide an account of all line transfer fees and deposits that have been paid and refund these to C and provide the contact details for one member of staff that was to take ownership of this matter and liaise with C as matters progressed. This person was expected to keep C informed as matters progress.

24.2

C claimed they had been mis-sold a contract by a third party. The Supplier stated that the complaint would have to be taken up with the third party. C requested the Supplier to cancel their account but it failed to do this. C continued to incur charges. The Supplier apologised and cancelled C's account and refunded all overcharges. C experienced a poor level of customer service. The Supplier made a goodwill offer.

The Ombudsman was disappointed that the Supplier had failed to cancel C's account but welcomed its action of now cancelling the account and refunding the overcharges. The Ombudsman was of the opinion that a shortfall in customer service had occurred but welcomed the Supplier's goodwill offer. The Supplier was required to fulfil its goodwill offer and write a letter of apology.

24.3

C claimed to have been mis-sold the Supplier's services and requested to cancel within the cooling off period. The Supplier stated that it had no record of the cancellation request and continued to bill C for its services. C transferred their account and disputed the account balance. C experienced a poor level of customer service.

Based on the evidence presented for investigation, the Ombudsman determined that C had cancelled their account within the cooling off period. The Supplier was required to credit all service charges incurred and C was to remain responsible for call charges. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

29.0 Premium Rate Services

29.1

C subscribed to SP's broadband service. C did not receive the installation CD but delayed in reporting this as C was working away. On return C asked for the installation CD and when it did not arrive C asked to cancel. SP would not release C from contract without penalty. C still did not receive the installation CD for four months. C complained and requested credit for the broadband charges. SP offered a credit equal to one month and eventually issued a deadlock letter. C complained to Otelco.

The Ombudsman considered that C was responsible for payment whilst C was away but that SP had then failed to provide the installation CD, failed to provide promised call backs and failed to respond to letters. The Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service.

29.2

C disputed making a number of PRS calls C had been charged for. SP investigated the disputed calls but could find no evidence of a fault. It therefore refused to waive the disputed charges. It did, however, make an offer to reduce the amount C was charged as a goodwill gesture.

The Ombudsman was of the opinion that as SP could not find any evidence of a fault, SP was entitled to expect C to pay for the PRS calls. It was felt that SP could have warned C of the increased usage on C's account, but it was decided that SP's offer to reduce C's account recognised this failure, and SP was required to implement its offer.

32.0 Refunds

32.1

C cancelled the landline account held with SP. The account was in credit when it was cancelled. SP failed to refund this amount for several months, citing a technical problem. C called SP at regular intervals, asking for the refund to be made. SP eventually was able to resolve the technical problem and send the refund.

The Ombudsman was of the opinion that the delay in SP sending the cheque had caused C inconvenience and therefore SP was required to apologise and to make a payment to C as a goodwill gesture.

34.0 Service Transfer

34.1

C agreed for broadband, landline and calls to be provided by SP. SP wrote three confirmation welcome letters followed by a letter notifying that C's telephone service could not be transferred to it. C made efforts to provide the MAC but there were problems with acquiring the broadband service and a modem was not sent. C continued to chase for the services and had it confirmed by the previous service providers that the services remained with them. Bills were raised from the other service providers showing calls had not been transferred. SP then sent a bill for the landline and call service to cover three months. C complained by telephone and letter but the matter was not resolved despite promises. C then received a debt collection letter pursuing payment.

The Ombudsman noted that SP had failed to provide a response and case history. On the supporting evidence provided by C it was clear that SP had confirmed the service could not be migrated to it and C had taken more than reasonable steps to have the services transferred. All charges were to be cleared on C's accounts and a letter confirming this. The debt collection action was to be stopped and C's credit history was not to suffer adversely from the incident. A written apology along with a goodwill payment was also to be made in recognition of the time, expense and inconvenience incurred by C.

34.2

C asked for a home move. C then obtained services from another provider. SP completed the house move and allocated a new number which was never active. C was billed for the line rental. C complained. SP was taken over by another company and transferred the account to the new SP in error. C continued to receive bills for line rental and complained. SP referred C to the new service provider. C complained to Otelo.

The Ombudsman considered that C had cancelled the home move and that C had been charged in error by SP who had then transferred the account to a new SP in error. The Ombudsman considered that C should not be inconvenience further by having to complain to the new SP and required a goodwill refund for the shortfall in customer service to cover the incorrect billing.

34.3

C transferred telephone services to another provider but continued to receive bills for line rental from SP. C telephoned and wrote to complain. SP confirmed that C's account had closed but C still kept receiving bills. C complained to Otelo.

SP apologised and accepted that it had failed to close the account. SP issued a final bill to C which was in credit and offered a goodwill credit in recognition of the shortfall in customer service.

The Ombudsman considered SP's offer was reasonable and required SP to provide a refund of the credit balance together with a goodwill refund and to send written confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

34.4

C complained that SP failed to supply the complete service package that was agreed. C complained that it should be the whole package or cancel the entire order. C later complained that SP ignored this request and transferred the service anyway. SP investigated and found two accounts had been opened, with arrears on both. It recognised poor customer service and proposed to reduce the balance on one of the accounts and close both accounts without penalty.

The Ombudsman considered too that there had been poor customer service for C and required the proposed actions by SP to be completed, along with a goodwill payment and an apology.

34.5

C asked SP to transfer service to another property. Although this was carried out SP experienced problems and C was left without a telephone for approximately three weeks. C claimed compensation for costs incurred and loss of business. SP apologised and provided a goodwill gesture, which C rejected.

The Ombudsman accepted there had been a shortfall in service levels and required SP to increase the goodwill payment.

34.6

C wanted to transfer C's number from C's ending contract with SP, to its Pay-As-You-Go service. C was advised this would only take a short time to action and was advised to C the Direct Debit. However C experienced a delay in the transfer which resulted in a loss of service, and C also began to receive demands for an outstanding balance from SP. C complained to SP and although it advised C actions had been taken, C received further demand letters and the matter passed to a Debt Recovery Agency.

The investigation found that C had received a shortfall in customer service from SP in relation to both the delayed number transfer and also the incorrect demand letters. However, it was also evident that SP had already provided C with adequate recompense for this, and therefore, SP was only required to ensure the removal of any adverse information from C's credit file, and also provide C with a further copy of SP's letter to C, that C did not receive.

34.7

C contacted SP to cancel a broadband service but encountered a delay in receiving a MAC and also maintains that the initial code was incorrect preventing C was transferring to another provider. SP refuted C's claim regarding the initial MAC being incorrect but accepted that there was a delay in sending out a second MAC. It was concluded that C has encountered a delay in receiving a MAC from SP and that the company should take some accountability for this delay. There was no clear evidence provided to suggest that the first MAC sent to C was out of date or incorrect.

SP should send C a clear breakdown of the outstanding balance remaining, showing the period being charged, for C to meet the remaining balance for charges raised before the second MAC request, send a letter of apology for the delay in sending the second MAC.