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## **1.0 Auto Diallers**

### **1.1**

C requested a SP service. SP was unable to provide this on the agreed date. SP also accepts that it missed engineer appointments. SP also explained the charges C queried. However, SP had provided C with incorrect information.

The Ombudsman found that as SP had already provided credits to C's account no further award was required. SP was required to send an apology letter also confirming credits raised on C's account.

### **1.2**

C experienced problems with broadband connection. SP investigated but could not identify the fault in a timely manner. This delay meant C had no reliable broadband service.

Ombudsman found that there was a shortfall in customer service. SP had not identified the fault in a timely. However SP did make reasonable attempts to provide resolution. Sp was required to maintain original goodwill offer.

### **1.3**

C complained about the level of customer service received. C experienced problems with a faulty handset. SP upon investigation identified a fault and offered a repair. C did not accept this: SP subsequently offered a new handset. C wanted a cancellation of service. SP escalated issue and finally offered C a cancellation option. C was unable to accept this in a timely manner as C did not accept calls from SP.

Ombudsman found that C had received a reasonable level of customer service. SP was required to maintain its offer so that C's complaint could be resolved fairly. SP cancelled account without penalty and refunded relevant charges.

### **1.4**

SP agreed alternative pay as you go service with C. As a matter of policy SP required C to take the necessary action. C did not raise this particular concern in a timely manner. This resulted in a delay in cancellation of service.

Ombudsman found that there had been a shortfall in customer service. SP had not adequately addressed C's concerns in writing. SP was required to provide a goodwill payment.

## **1.5**

C had agreed to a SP upgrade. C claims to have been mis-sold the package as C received bills for a minimum period that C had not been advised of. C also stated there was no significant improvement in performance to justify the expense of the upgrade.

Ombudsman found that there was some doubt regarding upgrade sold to C. SP was required to cancel account without penalty and also waive relevant charges. No further goodwill award was required.

## **1.6**

C thought account with SP was cancelled. Some weeks later C realized account had not been closed and C was still being charged for the service.

Ombudsman found that C had received poor customer service. SP had not responded to C's complaint in a satisfactory manner. SP was also required to make a goodwill payment and also refund all relevant charges.

## **1.7**

C was a longstanding customer of SP and on moving house encountered problems with setting up the service. C complained that despite notifying SP that a line existed in the property SP stated this could not be ascertained on its records and an engineers' visit would be necessary which would incur a charge. C disputed this but the visit took place as C wanted the service and had not cancelled. C encountered problems regarding the type of service provided; the setting up of the direct debit and failure to address the complaints C raised. SP responded to a letter of complaint regarding the charges for the engineers' visit only.

The Ombudsman considered that as C was keen to have the service set up and it could not be established that a working line existed it was reasonable to send an engineer and charge for the time. However disappointment was expressed concerning SP's failure to try and test the line to avoid the visit. This fee was to be reduced by 50%. There were general issues regarding the incorrect service provision and customer service issues identified and so SP was to apologise and make a goodwill payment. Charges incurred through the taking of an authorised direct debit payment were to be covered and processing fees refunded.

## **2.0 Billing**

### **2.1**

C received higher than normal bills so requested fully itemised bills, C was informed by SP these would be sent but C received duplicate bills. SP opened an investigation at

the end of which it was noted all numbers had been dialled before and there was no fault history. SP did not make successful contact with C to advise them of this. C received charges for the duplicate invoices they received. SP said C should check each invoice as it appears to avoid unnecessary charges. SP said it should send a letter of apology as well as reimburse C with the charges for the duplicate bill incorrectly issues.

It was recommend that SP should ensure all charges for duplicate bills are removed, to send fully itemised bills, to explain the bill in detail, to send a letter of apology and to make a goodwill payment to acknowledge the shortfalls in customer service.

## **2.2**

C cancelled services including broadband with SP. C received a quarterly bill one month later showing advanced charges for the broadband and so queried the matter with SP in writing and by telephone. SP confirmed the broadband service had ceased as requested. C then received chasing letters for the debt and the amount was paid. C then received a further invoice again showing advanced service charges and C complained again. C stated the complaint had not been addressed.

When the matter was addressed by the Ombudsman the SP offered to credit all the incorrect charges and also a further amount equivalent to the payment as a gesture of goodwill. It also offered a letter of apology. These offers were considered reasonable and SP was required to ensure C did not receive further bills and to assure C that any credit history had not been adversely marked.

## **2.3**

C had not received a bill for some months. C had phoned SP five times to ask for it as C was worried that by the time the bill arrived it would be too much for C to pay. C had written to SP on three occasions but not received either a bill or a reply. The Ombudsman found that failing to issue C with a bill amounted to a shortfall in customer service as did failing to reply to C's letters. The Ombudsman required SP to investigate why the bill had not been sent and issue one as soon as possible, write to C apologising for the shortfall in customer service, and credit a small sum to C's account as a goodwill gesture to reflect the poor level of customer service received. The Ombudsman also requested that SP make a reasonable payment arrangement with C if C could not pay the bill in one go.

## **2.4**

C was contacted by an SP and the SP transferred their service without permission. C complained and the SP upheld C's complaint then cancelled C's lines but would not let C transfer to another provider, as the SP said C owed it money.

The Ombudsman decided that C's lines had been transferred without C's permission and that after investigation the SP had also agreed. However, as C had been forced to

use their service C was not liable for the cost of calls owed and the SP had to release C's lines and pay C a gesture of goodwill.

## **2.5**

C was unhappy with the problems encountered during the setting up of a second account and therefore transferred to another provider incurring an Early Termination Fee. SP did not respond to C's request the charge remains on the account.

The Ombudsman considered that although the charge appeared to be valid, that SP should withdraw it due to the inconvenience caused and the way the complaint was handled.

## **2.6**

C discovered that SP had taken a payment had been taken from C's bank account by Direct Debit when C had not been a customer for almost two years. SP explained that an error had occurred in store when a customer with a very similar name had come into its store. The agent had overwritten C's details instead of setting up a new customer profile. When this is done, the old bank account details remain on the system. This raised a staff training issue that the Ombudsman suggested SP may wish to address. Two payments had been taken from C's account but C's bank had only been able to reclaim one. SP agreed that the second payment should be returned. C was concerned that C's bank account details may have come into the possession of a third party and was worried about fraud and identity theft.

SP had not addressed this issue so the Ombudsman required SP to either assure C that this had not happened or offer C any assistance necessary to allow C to change bank accounts. C requested compensation for stress and inconvenience. SP had already offered a sum that was acceptable to the Ombudsman.

## **2.7**

C requested a service from SP and was given an appointment date for an engineer to attend. C waited in but nobody turned up. C contacted SP but experienced problems trying to arrange a second engineer visit. This was eventually actioned but SP then started to bill C for two lines. C complained to SP on several occasions, but received no response.

SP provided no case file for investigation, but, from the information that was provided, it was clear that C had experienced several shortfalls in customer service and also additional costs and inconvenience, specifically as a result of SP failing to adhere to an agreed appointment, then billing C for two lines and also not responding at all to the complaint. Therefore, it was proposed for SP to ensure that the erroneous account was cancelled with a zero balance, apply a goodwill credit to the correct account and also provide C with an apology.

## **2.8**

C was unhappy that a telephone and broadband service was connected to C's property without authorisation. SP did not provide a response to the complaint.

As the service was not required, the Ombudsman requested that SP withdraw any charges and provide a goodwill gesture and apology due to the inconvenience caused.

## **2.9**

C was charged for a period when no telephony service was provided by SP. C complained a number of times to SP, but no response was received. C wanted the final bill to be cleared as a gesture of goodwill. SP investigated the matter and concluded that its customer service on this occasion had been less than satisfactory, and that it could not provide any details as to why C's line had not been activated. SP offered to clear the final bill as a gesture of goodwill.

From the evidence provided, the investigation found that the SP had not activated the line and its handling of the complaint was not adequate. It was considered that SP's offer was fair and reasonable as a gesture of goodwill. SP was required to maintain its offer.

## **2.10**

C upgraded a mobile phone contract and received details of the tariff. C's first bill charged a different rate for calls outside the call allowance and C complained. SP maintained the charges were correct. At the same time SP changed its pricing policy with regard to non geographic numbers. C continued to complain about the overcharge and SP maintained the charges.

The Ombudsman considered SP had confused C's complaint with its change in pricing policy. C provided evidence of the tariff quoted and SP was required to refund the additional charges and accept early termination of the contract without penalty. SP was also required to provide an additional goodwill credit in recognition of the shortfall in customer service.

## **2.11**

C received a high bill and complained to the SP. C believed they had been charged at a higher rate for some calls. The SP explained that C's tariff details would have been displayed prior to them accepting the contract. C advised the SP that changes prior to agreeing to the tariff had not noted. The SP made a goodwill offer, which C declined.

The Ombudsman was satisfied that C had been charged in line with their tariff rate. The Ombudsman was of the opinion that the SP had provided a reasonable level of customer service and welcomed its goodwill offer. The SP was required to fulfill its goodwill offer and C was to remain responsible for the account balance.

## **2.12**

C tried to set up a line with an SP, but the SP could not set up C's account correctly; the line did not go live so C cancelled the account within a seven day cooling off period. However, the SP continued to bill C.

The Ombudsman decided that C had suffered poor customer service from their SP and the SP was requested to send a letter of apology and a goodwill gesture to C.

## **2.13**

C never received a bill from SP for several months due to an internal error. C eventually received a large bill and disputed this. SP accepted its internal error and cleared the line rental for those months and most of the call usage. SP also allowed C to transfer to another SP: without incurring any cancellation fee. Ombudsman required SP to send a written apology.

## **2.14**

The C had an account with the SP which was closed, however the SP continued to send bills. The C contacted the SP with regard to the matter every month and was advised that the matter would be taken care of; however the C continued to receive bills. The Ombudsman required the SP to confirm that the ledger had been credited and that the C would no longer receive further bills. The Ombudsman also required the SP to send the C a full letter of apology for the shortfall in customer service and to make a goodwill payment in recognition of the same.

## **2.15**

### **Mobile Phone User – Disputed International Roaming Charges**

The complainant went abroad and made many roaming calls. These generated high charges which did not immediately appear on the complainant's bills. The complainant felt that a credit limit on the account should have prevented use of the service once the limit had been exceeded, but the Service Provider did not agree, and the complainant came to the Ombudsman.

The Ombudsman commented that credit limits were an internal tool for a service provider to manage an account and were not for a customer to rely upon to manage customer usage. Credit limits were not robust, particularly when delayed charging due to the transfer of information with networks abroad, meant that billing was not in real time.

The Ombudsman was satisfied that the charges were valid and the complainant remained responsible for them. While the Ombudsman concluded that the Service Provider need not take any further action about the complaint, the Ombudsman directed

the Service Provider to maintain goodwill gestures about reducing the charges and arranging for a Payment Plan.

## **2.16**

C complained about bills failing to be received from the SP. Despite numerous telephone calls to its Customer Services this did not change, with the SP advising of technical issues with its billing systems.

After this matter was reviewed by this office, an agreement was mediated between C and the SP. This required the SP to send a letter of apology, apply goodwill credits in consideration of poor customer service and the delays experienced. The SP was also required to apply some free broadband rental and only back-bill in line with Ofcom legislation; six months call charges and three months line rental, with all other charges cancelled.

## **2.17**

C received a bill higher than usual from SP. SP explained this was because of premium rate calls. C disputed calls because C says a bar had been on the line for some time to prevent such calls. SP advises it has no record of this bar and therefore maintains charges. C disputes this information and puts complaint in writing. SP does not respond to all of C's correspondence. SP offers to refund half of the disputed calls as a gesture of goodwill. C does not provide evidence that the bar was requested.

The Ombudsman required SP to: make a goodwill payment; maintain its offer of a refund; and apologise to C for shortfall in customer service identified in the review.

## **2.18**

Domestic Customer – Incorrect Account Opened.

The complainant received bills for an account which contained an incorrect account telephone number. The complainant then discovered that the complainant had been paying for a second account which this number referred to and which the complainant knew nothing about. The complainant queried the issue with the Service Provider which provided a refund of the payments the complainant had made, and promised to close the account. The complainant was concerned that the promise would not be fulfilled and sent letters of complaint to the Service Provider, but they went unanswered, so the complainant complained to the Ombudsman.

The Service Provider told the Ombudsman that a human error had caused the incorrect opening of a second account but it had now closed the account and provided a refund to the complainant. The Ombudsman directed the Service Provider to confirm this in writing to the complainant and to make a small goodwill gesture to the complainant in recognition of the inconvenience caused by it failing to respond to letters of complaint the complainant had sent.

## **2.19**

C complained that SP had raised Premium Rate Service charges on the account in error. SP reviewed its equipment and noted that other non-disputed calls had been made to other numbers around the time they had been accessed. The equipment was considered fault free. There were two particular numbers accessed over a period of 5 weeks. SP maintained the charges. C claimed that during the complaint an offer of goodwill credit was made and rejected but SP said its notes did not show this offer.

The Ombudsman considered SP's terms and conditions which made C liable for all charges incurred from the use of the service and considered this included unauthorised access. C was advised to refer the matter to ICSTIS for details of the two service providers as they may have accessed C's service through an auto-dialer. C was advised that an auto-dialer may have been downloaded onto the computer. C was referred to the calls surrounding one of the dates showing a number of PRS calls for details of who may have accessed the service otherwise. As C's account showed one use of a PRS in the previous three months SP was to take some responsibility for not raising a query over the unusual activity which carried on over the five weeks. SP was to make a small goodwill credit on the account and C was advised to have a bar placed on PRS calls.

## **2.20**

C asked SP to connect the telephone line and intended to obtain calls from another service provider. C then received a bill and confirmation of a contract for calls and line rental and wrote to SP to cancel as C did not want calls from SP. C did not receive any reply and received a demand for payment including cancellation charges. The Citizens Advice Bureau wrote twice on behalf of C but received no reply. C complained to Otelo.

SP acknowledged that it had failed to respond to correspondence but had credited the early termination charges and agreed to refund the remaining credit balance. The Ombudsman required SP to provide an additional goodwill refund in recognition of the shortfall in customer service and to send a full written apology and confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

## **2.21**

C claimed that SP had imposed a termination charge after agreeing to a change of tariff. C complained that SP had not mentioned this fee when agreeing to the change and had been in contact with SP to ask whether it was correct. SP had promised to investigate and get back to C on two occasions but had failed to do so. C had paid the balance of the bill whilst the issue was being investigated but SP had then disconnected the service and imposed a late payment charge in connection with the disputed charge. C wanted SP to waive any fee and apologise for its actions. In its submission to the Ombudsman,

SP accepted that the matter should have been settled earlier and offered to waive the fee and send a letter of apology.

The Ombudsman decided that SP should refund the fee and late payment charge, send a letter of apology and also make a goodwill payment to reflect the shortfalls in customer service.

## **2.22**

C requested a Direct Debit mandate from SP on a number of occasions. SP imposed Payment Processing Fees as a Direct Debit had not been set up. C complained that the fees had been imposed and requested a Direct Debit mandate.

The Ombudsman directed that SP should send a Direct Debit mandate and refund charges imposed on C's account. The Ombudsman further directed that SP should make a goodwill payment.

## **2.23**

C switched service providers. SP opened two accounts, one of which was in error. SP agreed to cancel the order that led to the account being opened in error, however, SP continued to bill C for this account. In relation to the correct account, C wanted to change the phone number and use the number C had with the previous service provider. SP agreed that this would be done but there were continual delays and this was not completed until almost 3 months after the initial date for the transfer. C complained that C had spent over 16 hours on the phone to SP trying to resolve matters without success. C also received letters from SP in relation to another account.

The Ombudsman directed that SP should apologise to C for failing to reply to letters written and to make a goodwill payment. The Ombudsman further directed that SP should close the account opened in error and confirm what the account C received letters about related to.

## **3.0 Broadband**

### **3.1**

C could not connect to the SP's broadband service. C made several complaints to the SP but it failed to respond or resolve the issue. C cancelled broadband and incurred an early termination fee. C experienced a poor level of customer service. SP failed to provide a case file.

As there was no evidence to suggest otherwise, the Ombudsman could find no reason to doubt C's claims. Therefore, the Ombudsman required the SP to refund all service charges C had incurred for broadband, including the termination fee. The Ombudsman

was of the opinion that a shortfall in customer service had occurred. The SP was required to make a nominal goodwill payment and write a letter of apology.

### **3.2**

C states that SP did not repair a faulty line, resulting in costs incurred in using dial-up internet. C states that SP failed to confirm that the line was functioning normally and Broadband would be supported.

SP says that it has no requirement to ensure a line supports Broadband. SP suggests offering a goodwill gesture for a shortfall in customer service.

The Ombudsman requires SP to credit C's account with a goodwill gesture.

### **3.3**

C joined an ISP for broadband. However, once connected C suffered continual connection problems. After two months without broadband, C decided to move to another ISP. The ISP gave C a MAC code but then would not release C's line. The ISP refunded C's broadband charges but would give no compensation.

The Ombudsman decided that the ISP was incorrect in that it failed to release C's line. Under Ofcom regulations brought in to enable seamless transfer of the consumer the ISP should have released C's line. It was decided that C had suffered a shortfall in customer service and C was awarded a goodwill gesture.

### **3.4**

C joined an SP for broadband but suffered with initial connection problems. C had to have two routers sent and had trouble sending emails. C was unable to resolve the problem with the SP and so C stopped their Direct Debit. This led to the complaint escalating and C's account was passed to a credit agency. The faults were then resolved but then C complained that any reference on their credit file should be removed.

The Ombudsman required the SP to remove anything on C's credit file as the SP had failed to resolve the problems C was suffering with and considered that it was the SP's fault that the complaint had escalated.

### **3.5**

C ordered a service from SP to contain broadband and free calls to landline numbers. C asked SP if it would work with the current equipment that was being used. C was advised that this would not be a problem. C later found that no connection could be made and was advised by SP that another piece of equipment would be required. This was sent to SP but still this did not work. C was then informed that the equipment

provided was not correct and this would be exchanged. C later found that a connection could be made but continued to discuss the refund of charges during this time with SP. C left the country and on C's return it was discovered that the line had been disconnected due to non payment. C continued to complain also finding that the service continually disconnected. As the calls were free using the broadband C also found that the calls being made now became chargeable. SP did offer a credit to C however the problem was not resolved. C asked for a breakdown of the charges on the account but this was not issued. SP later offered C a further piece of equipment to try and resolve the equipment and agreed that the line would be upgraded. This did not resolve the problems and C also found that late payment fees and reconnection had been incurred. SP later advised C that there maybe nothing further that could be done.

The Ombudsman concluded that C had experienced a shortfall in customer service and required SP to issue an apology, issue C with a detailed breakdown of the account, refund any later payment or reconnection fee also refunding the cost of the equipment provided to C to try and resolve the problem, to refund/clear call charges that should have been free under the package, to offer a goodwill payment to reflect the shortfall in customer service and to discuss if anything could be done to resolve the problem, if not that C should be allowed to cancel the service without penalty.

### **3.6**

C experienced a technical issue but the SP failed to resolve it. C made numerous calls to the SP but it did not assist him. C experienced a poor level of customer service. The SP failed to comment on C's complaint.

The Ombudsman was concerned that the SP had failed to address C's complaint. The Ombudsman required the SP to contact C to troubleshoot the technical fault; if the fault could not be resolved the SP was to cancel the contract without penalty. The Ombudsman required the SP to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

### **3.7**

C is unable to gain broadband due to the equipment being used at the local exchange. The SP has apologised but states it is unable to provide a broadband service.

The Ombudsman identified that the equipment used within the exchange would prevent a broadband service from being available. It accepted that the SP was not under obligation to provide C with a broadband service however customer service issues were identified and the SP was required to send a written apology and make a goodwill payment.

### **3.8**

C states that SP did not follow instructions provided, resulting in an additional telephone line, delays to the service being provided and a great deal of time spent resolving this matter.

SP states that it followed the instructions provided and has since taken remedial action to resolve. SP confirms that several payments have been made in way of goodwill gestures.

The Ombudsman requires SP to credit C's account with a further goodwill payment.

## **5.0 Cancellation**

### **5.1**

C cancelled broadband service and SP held C to the balance of the contract. C had agreed a reduced price with SP but disputed that a new contract had been agreed. SP provided a copy of the signed acceptance and maintained the charges. SP wrote several letters and the complaint reached deadlock. C complained to Otelo.

The Ombudsman considered C had agreed to a new contract and was responsible for payment up to the end of the contract. However, the Ombudsman found that SP had provided incorrect final balances to C on at least two occasions and required SP to apply a goodwill credit in recognition of these shortfalls in customer service.

### **5.2**

C sought to cancel a contract and to obtain a Port Authority Code. This request was made in writing, giving SP notice of C's requirements. As a Port Authority Code was requested it was normally the case that a contract would be extended until the Port Authority Code had been used in order to avoid interrupted service. It was found that whilst this was acceptable it was poor customer service that SP had not contacted C to explain and clarify matters. This failure had led to this dispute and was viewed as being at the heart of it.

SP was required to provide a letter of apology in respect of the poor customer service experienced when it failed to respond to correspondence and to clarify C's position, to refund any charges applied and collected after notice had been given by C and to account for all such charges and refunds, provide a goodwill gesture and to confirm that no adverse entries have been caused to any credit reference files held in relation to C. If it is the case that any such entries have been made they should be corrected immediately. The position in this regard should be clarified for C.

### **5.3**

C ordered a telephone service and broadband from SP, but decided to cancel just before the transfer of the services. However, it was too late to stop the action and the transfer went ahead. C later contacted SP to say that the telephone service had been disconnected without warning and reported a fault. It was discovered that the service had been disconnected in error and C decided to contact another service provider. However, C did have a loss of service for approximately one month. C sent letters and emails to SP to complain, but did not receive adequate responses.

The Ombudsman concluded that SP would not have been able to stop the initial transfer, but agreed that SP should provide C with some financial recompense. This was to cover a refund of a payment to SP, standard compensation for the loss of service and a goodwill payment for failing to respond adequately to C's correspondence. SP was also required to check whether a modem charge had been refunded (if paid) and to send C a letter of apology.

#### **5.4**

C agreed to minimum term contracts with SP. C received correspondence intended for another customer and as a result cancelled within the minimum term. SP pursued early termination fees.

The Ombudsman did not consider a minor shortfall in customer service warranted the termination of the contracts without penalty. The Ombudsman did require a small goodwill credit and an apology.

### **8.0 Customer Service**

#### **8.1**

C transferred to the company for telephone and broadband services. However, there was an ongoing problem with the email service. C contacted the company on numerous occasions and sent letters. However, the company failed to address C's complaint.

It was informally agreed that the company would apply several credits to C's account as a gesture of goodwill and send a letter of apology.

#### **8.2**

The details on C's account were wrong. SP also opened another separate account in C's name meaning C had two accounts for one service. C disputed this and experienced customer service difficulties.

C contacted Ombudsman. SP closed separate account, offered to make a written apology and make a goodwill payment.

### **8.3**

C was unhappy that following a request for telephony services, SP did not provide this for over a month, despite telling C that it would be available within 48 hours. C complains they were not made ex-directory. C would like a gesture of goodwill in recognition of the problems they have experienced. SP investigated concerns and offered a goodwill payment which C declined.

The Ombudsman found SP had not registered C ex-directory when requested which was considered a shortfall in service. SP was required to maintain its offer of goodwill.

### **8.4**

C took out service with the SP; however, C could not obtain adequate telephone service. The SP repaired C's handset and also provided a replacement SIM but this did not resolve the problem. C wished to cancel and was able to via C's insurance, however, the SP refused to refund all payments made by C throughout the period of the contract.

It was considered that C had not received satisfactory telephone service and that there had also been a shortfall in customer service throughout this case as the SP had not responded to correspondence. In light of this, the Ombudsman required the refund of all payments made by C throughout the period of the contract and also a full letter of apology with regard to the shortfall in customer service.

### **8.5**

C received a letter to say their service would be transferred. C contacted the SP to advise they had not requested a transfer and for this to be cancelled. C's telephone number was transferred and they were without service for several months before the number was retrieved. C stated the number was used for business purposes in adverts and they had lost business. C experienced a poor level of customer service.

The SP failed to comment on C's complaint and it remained inconclusive as to why C's service was transferred when they had not requested this. The Ombudsman was sympathetic to C's situation but as C had not substantiated their losses, an award for this could not be made. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

### **8.6**

Domestic Mobile Phone user – locked handset

The complainant purchased a handset in the belief that it could be used for Networks other than that of the Service Provider. However, the complaint discovered that this was not the case and subsequently requested the Service Provider to unlock the handset or to refund the purchase price. The Service Provider refused to refund the purchase price

and advised the complainant that it did not provide an unlocking service and the complainant should enquire in the market place about such a service.

The Ombudsman commented that the complainant had been mis-led by the information provided at the point of sale and the Ombudsman directed the Service Provider to either arrange for the handset to be unlocked or to refund the complainant with part of the purchase price (given the age of the handset). The Ombudsman commented that if the latter applied, this would be on condition that that complainant returned the handset to the Service Provider.

### **8.7**

C signed up with SP for telephone line and broadband at a later date. C says they did not receive any paper work and were not happy with the level of customer service received so contacted their previous service provider to go back to it. C received a large bill which contained an early termination fee. C complained about this but was advised they had signed up to a 24 month contract, which was the case after being provided with call recordings.

It was recommended a letter of apology should be sent and a goodwill payment made in recognition of this but the early termination fee should be maintained.

### **8.8**

C signed up for SP's broadband service and experienced numerous problems. C complained to SP who provided technical advice and organised an engineer's visit and charged C for the visit. C complained to SP about the charge and it failed to respond. C cancelled the direct debit when C terminated the broadband and call package. SP suspended services and when C complained it re-instated the service together with the cancelled call service. C incurred charges and SP maintained them.

The Ombudsman requires SP to cancel the invoice for the engineer's visit; cancel call charges and to provide a letter of apology for the shortfall in customer service.

### **8.9**

The C raised a complaint with the SP regarding payment charges. The SP failed to respond to some e-mails and letters. This was considered to be a shortfall in customer service and the Ombudsman required the SP to respond to the C's queries, apologise for the shortfall of customer service and make a goodwill payment in recognition of the same.

### **8.10**

C signed up to an offer where they would receive cash back upon activation of broadband. C did not receive their cheque and chased this several times with the SP.

SP offered to issue a cheque to C but it could not provide an explanation for the delays. C experienced a poor level of customer service.

The Ombudsman was concerned by the delays C had experienced. The Ombudsman required the SP to issue the cash back cheque to C. The SP was also required to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

### **8.11**

C ordered a telephone service from SP but cancelled before the service was activated. C claimed that SP's representative confirmed the cancellation and stated no charges would be due. SP's engineer then attended C's premises to activate the service but C told them it was cancelled. C then received bills and so complained to SP. No response was received. The billing continued and debt recovery action commenced so the matter was referred to the Ombudsman

The Ombudsman was not provided with representations by SP and so had no reason to doubt C's version of events. The account had been cancelled prior to activation and so no charges should have been raised. The account was to be cleared and C sent a final statement showing a nil balance with credit for any payments made due to the threat of debt recovery action. SP was to assure C any credit rating had not suffered and send an apology and make a goodwill payment for the shortfall in customer service.

### **8.12**

C requested landline and broadband service with SP. It took several months before service was provided. During that time, C made several calls and sent several letters to SP to try and discover why there was a delay with the service. SP did not respond to letters. Ombudsman found that the delay was due to an error by SP. Also found series of shortfalls in customer service. Ombudsman required SP to make a written apology and goodwill payment.

### **8.13**

C complained that SP failed to provide the service C expected. C complained that they had contacted SP with a request, but it was not observed and incorrect advice was given. C then wanted their costs to be refunded. SP provided no case file or comment on C's complaint, there was therefore no reason to doubt the detailed explanation presented by C.

The Ombudsman considered there had been errors for C that could have been avoided and that there had been chronic poor customer service. SP was required to make an improved goodwill payment and an apology.

### **8.14**

C arranged a reconnection of a line with SP. The casefile showed that a quote was given for this service. C complained that there was no physical re-connection and that SP's equipment was already in place. C said that advice had been given that if this was the case not all charges would be payable. In correspondence it seemed that this advice was given by a family member who worked for SP. It was found that C should not have relied on this advice as the family member appeared to be advising and acting outside the remit of the job. It was confirmed that charges should have been checked when ordering the service. There was a finding that there had been poor customer service in that SP had not responded to all letters sent to it.

SP was required to provide a letter of apology for failing to respond to letters sent by C, to provide a small goodwill gesture, in the form of a credit and to confirm the outstanding balance on the account.

### **8.15**

C agreed to a business package with SP but the bills did not reflect the benefits the package was supposed to include. C complained and was promised call-backs that were not received. C sent three letters of complaint but received no response.

The Ombudsman was of the opinion that C had been billed incorrectly and received a shortfall in customer service. The Ombudsman required SP to:

- nominate an experienced member of staff to contact C and discuss the bills;
- ensure any overcharges on the account since C agreed to the business package were credited;
- ensure that any discounts C was entitled to were applied to the account;
- send a letter of apology; and
- apply a credit to the account as a goodwill gesture.

### **8.16**

On joining the company, C requested fully itemised telephone bills as C needed to claim back some of the call costs. The first bill was only part itemised and the second was not itemised at all. C complained to the company, but it failed to address all of the concerns.

It was informally agreed that the company would provide C will fully itemised bills for the period that C had requested, apply a goodwill credit to C's account and send a letter of apology.

### **8.17**

C contacted SP to arrange a line to be installed at C's property but on two separate occasions, SP's engineer failed to turn up to carry out the work. This left C without the

required service for several months. C had complained to SP prior to and after the successful installation of the line, but often received no response.

From the evidence and information provided, the investigation found that SP had failed to adhere to two engineer appointments which left C without the agreed service for several months. It was also clear that SP had failed to reply to C's complaints appropriately. On this basis, it was proposed for SP to provide C with a goodwill credit and apology to reflect the shortfalls in customer service experienced.

### **8.18**

C disagrees with a default notice placed on their credit file by the SP. The SP has investigated this and changed the notice to record as settled but believes it should remain. C would like it to be removed.

The Ombudsman believed the SP had acted appropriately and no further action was required.

### **8.19**

C states that SP continues to charge for a service that has been cancelled.

SP concedes that charges continue to be raised in error, however, it states that credits have been applied to offset this.

The Ombudsman requires SP to ensure the account is cancelled, refund all charges taken in error and confirm this in writing, and provide a goodwill payment.

## **9.0 Direct Debit**

### **9.1**

C complained that SP had applied for Direct Debit payments incorrectly on two occasions (for which bank charges were incurred), would not change the name of the account holder on the account and also that C had problems with the actual service being provided. C complained to SP in writing but to no avail.

During the investigation, SP agreed to refund C all bank charges and remove any debt collection activity. C was happy to pay the remaining balance owed for services used.

## **11.0 Disconnection**

### **11.1**

C was unhappy that the telephone service was disconnected, despite him honouring a payment arrangement. SP explained that the service was cancelled following instructions from C. SP proposed to provide C with a goodwill gesture due to the problems experienced

The Ombudsman felt that SP had not carried out C's instructions correctly and requested SP provide an additional goodwill gesture and apology due to the inconvenience caused and additional costs incurred.

### **11.2**

C paid bill to SP by automated payment line. C's service was then restricted and disconnected without warning. C called SP on numerous occasions but SP failed to provide a response. C's service was eventually reconnected but to a different number. SP then took three months to provide C with original number. C requested compensation for costs and the inconvenience caused. SP did not provide a case file.

Based on the limited information provided, the Ombudsman surmised that the payment had not been received. The Ombudsman was however concerned that SP took no action to resolve the issue with C to prevent full disconnection. The Ombudsman was also concerned that it took SP three months to connect original number. The Ombudsman required SP to refund C with mobile and broadband costs, upon receipt of evidence, award a nominal goodwill payment and send a letter of apology.

### **11.3**

C moved premises and was informed they could take the existing telephone numbers with them. SP informed C two weeks before they moved that due to the telephone numbers being on the incorrect exchange it would be unable to do this but offered to place the numbers on a divert free of charge for one year. SP ceased the telephone lines which caused C to lose service for several days. In recognition of this SP offered to award standard compensation or a goodwill payment. C was unhappy with the dates given and wished the date to be extended. C experienced poor customer service whilst trying to resolve the complaint and experience delays.

It was recommended that SP maintains its offer of standard compensation or goodwill payment, to send a letter of apology and to make a further goodwill payment.

### **11.4**

C agreed to service with SP for line, broadband and calls. C complained that C was being billed by two different providers for the same service. C transferred service to another provider and disputed the termination fee. C requested a refund of all money paid to SP. SP said it transferred C's landline and calls but the broadband was not transferred. When it realised it had charged C for broadband it applied a refund to the

account and changed the package fee. SP said that C agreed to a 12 month contract and so the termination fee was correct.

The Ombudsman said that without a recording of the sales call it could not be determined what was discussed with C. The Ombudsman was however concerned that SP failed to migrate the broadband, with no explanation, and continued to charge for a service not provided. The Ombudsman required SP to remove the termination fee as goodwill and to send C a letter of apology.

### **11.5**

C had been provided with telephone and broadband services by SP. Prior to moving house C told SP that the accounts needed to be closed and C was told to call back 14 days prior to moving. C did so and encountered difficulties with closing the accounts but was notified this had been done from the date requested. C moved and then some months later on reviewing the bank statements discovered that SP had taken large sums of money. The bank had rejected one request causing charges to be incurred due to insufficient funds. C telephoned the old number and it was answered by the new tenants. C complained and again encountered difficulties with having the request actioned. The advisers were unable to deal with both accounts fully to closure and C alleged that advice was inconsistent. The matter continued and then C began to receive debt collection letters. C wrote three letters of complaint and requested return calls but these were not forthcoming.

After the Provisional Conclusion was sent to C, C contacted this office and advised that SP had previously resolved the complaint to C's satisfaction.

### **11.6**

C was told that C could cancel the contract without penalty even though all the SP's systems were unavailable. The SP contacted C later the same day to advise that an Early Termination Fee would be applied if the account was cancelled. C cancelled the Direct Debit and would not reactivate it despite numerous requests from the SP. SP issued a final bill inclusive of an Early Termination Fee which C was unhappy with.

The Ombudsman decided that the SP had put forward a satisfactory proposal to resolve the issue and that C had to decide whether to reactivate the contract or remain liable for the Early Termination Fee.

## **12.0 Disputed Charges**

### **12.1**

C complained that SP had raised Premium Rate Service charges on the account in error. SP reviewed its equipment and the equipment was considered fault free. There

was one particular number accessed over two bills on four occasions. SP maintained the charges.

The Ombudsman considered SP's terms and conditions which made C liable for all charges incurred from the use of the service and considered this included unauthorised access. C was advised to refer the matter to Phonepayplus for details of the service providers as it may have accessed C's service without authority. C was advised was advised to have a bar placed on PRS calls.

## **12.2**

C completed the contract term with a mobile phone company and assumed that the account would be cancelled. However, this was not the case as a written cancellation request is required. This meant that C continued to be billed for the service and later complained on several occasions.

It was informally agreed that SP would reduce the outstanding balance owed on the account as a gesture of goodwill, but C was required to make a final payment. Once C had made the required payment, SP was required to fully disconnect the account with a zero balance and send C a letter of apology for any shortfall in customer service.

## **12.3**

C lost line and Broadband, suddenly and was not fully working for 9 weeks. C complained to SP.

SP confirmed an error had been made and offered a goodwill gesture in recognition of the shortfall in customer service C was not entitled to CSGS under its terms and conditions, therefore what was offered was over and above what C was entitled to.

The Ombudsman considers that the offer is satisfactory but required a further goodwill gesture a letter of apology in recognition of the shortfall in customer service.

## **12.4**

C agreed to a new 18 month mobile telephone contract with SP. C then received a high bill and the phone was barred. The bill showed the high balance but did not show the breakdown of how the charges had occurred. C queried the accuracy of the bill with SP who stated that the charges showed on its system for internet access on one day. C claimed the phone was used by a child. C wrote to SP and complained that the charges should not exceed the credit limit set. SP investigated and maintained the call was made from SP's SIM and so the charges would be maintained. SP wrote to C to make contact with its finance team to discuss repayment. C maintained the credit limit some be adhered to and deadlock was reached.

The Ombudsman reviewed the terms and conditions and agreed that C was responsible for all charges incurred through using the service whether with or without authority. This

was because SP had a duty to identify and notify C of any unusual account activity particularly as the credit limit approached but due to the fact that there can be a delay with receiving charges and that the charges would already have been incurred to alert SP due to the short and specific nature of the access it was impossible for SP to act. SP had acted in barring the phone prior to the bill being sent once it was aware of the activity. However as C had received a bill that was incorrect and that it could not be established whether SP had contacted C to notify the reason behind the bar it was to apply its cheapest tariff to the charges to ease the burden for C. SP was also to offer a repayment plan.

### **12.5**

C cancelled the transfer of two lines to SP prior to the transfer. SP only cancelled one line. C wrote many letters and telephoned to complain and to cancel the account but did not receive any reply. SP finally offered a goodwill payment in recognition of its failure to respond and assured C the account had been rectified. SP failed to clear the account balance and C continued to receive threats of legal action. C complained to Otelco.

The Ombudsman considered SP had failed to address C's complaint and required SP to apply a goodwill credit for the outstanding balance in recognition of the shortfalls in customer care and to ensure that no adverse credit history was recorded in relation to this matter.

### **12.6**

C transferred landline to another provider but continued to be billed by SP. C also cancelled broadband but continued to be billed by SP. C sent letters of complaint to SP but received no response. SP failed to provide the Ombudsman with a case file.

The Ombudsman said it was unclear if C had transferred the landline and calls to another provider. SP was required to investigate this issue and provide C with a written response of its findings. With regard to the broadband service it was evident that SP had continued to bill C for a service not provided. SP was required to provide C with an amended bill to show a refund of rental from the date the service ceased. In addition the Ombudsman required SP to award a goodwill payment and send C a letter of apology for the poor customer service received.

### **12.7**

C arranged for a telephone line to be installed. SP did not advise C that there would be an installation fee. C subsequently received a bill including an installation fee. C complained to SP and was told that the fee would be removed. C then cancelled the contract. SP issued a final bill including a termination fee. C sought a refund of the termination fee.

The Ombudsman directed that SP confirm that the installation fees have been removed from C's account and cancel any debt recovery action.

### **12.8**

The C was in debt with the SP and the matter was passed to a debt collection agency. The C stated that payment was unable to be made to the agency as it did not have records of the debt. Evidence could not be found of this and therefore the Ombudsman did not propose any action in this regard.

However, the agency passed the debt back to the SP and the C contacted the SP to make payment but was advised that the debt was still with the agency. It was considered that the failure to advise C correctly leading to lack of payment being made was a shortfall in customer service and the Ombudsman required the SP to send a full letter of apology and to make a goodwill payment accordingly.

### **12.9**

C complained to SP that certain information was not given during the acceptance of a reversed charge call and wanted the charge reduced as a result

SP has not provided its opinion of the case and therefore has not made any proposals to consider

The Ombudsman requires that the call is refunded unless SP can provide certain call information, provide a letter of apology for the inconvenience caused a goodwill gesture in recognition of a shortfall in customer service and ensure line is working both ways.

### **12.10**

C disputed Premium Rate Service calls on their bill. The SP conducted an investigation and stated that no faults had occurred which would affect the billing of the account. The SP maintained the call charges. C experienced a poor level of customer service.

The Ombudsman was satisfied that the PRS call charges had been generated from C's line, although this may have been done without their knowledge. C was to remain responsible for the call charges. However, the Ombudsman considered that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

### **12.11**

A TP contractor was completing home improvements to C's property when the telephone line was damaged. The SP was informed and an engineer sent to inspect the damage. C maintains that the SP had agreed the TP would be responsible for the related charges. However, C received a bill from the SP and a demand for payment from a debt collection agency.

The Ombudsman noted that the SP had now waived the charges and had offered to send a written apology to C confirming the charge had been removed. The Ombudsman agreed but requested that in addition the SP confirm the debt had been removed from the debt collection agency and make a goodwill payment

#### **12.12**

C moved house and wanted SP to move the telephone number and line to the new address. SP advised that there may be a connection fee but the engineer would confirm. The engineer attended and advised that there would be no charge. SP invoiced C for a site visit charge. C complained on several occasions but SP was unable to provide an explanation or justification for the charge.

The Ombudsman recommended SP credit the connection charge which has been invoiced to C; confirm in writing that the connection charge has been credited to C's account and provide a written apology for the shortfall in customer service experienced; and make a goodwill payment for the shortfall in customer service which C has experienced.

#### **12.13**

C reported a fault on the line to SP. SP sent an engineer out. C says that the engineer informed C there would be no charge. C received a bill for the charges.

The Ombudsman requires SP to provide a breakdown of the charges and the reason for the charge. If the fault on the line is not due to C's own equipment, SP should refund the charges. SP should offer a credit for the failure to respond to two letters from C together with a written apology.

#### **12.14**

C complained that SP recorded adverse information on credit file. SP advised this was due to an outstanding amount and maintained the entry as being correct.

The Ombudsman required no further action from SP as the entry represented a true reflection of C's credit history.

#### **12.15**

C moved house and advised the SP supplying telephone services. Having been at the new address for some time a bill was received from a different supplier. C had assumed that the original service provider would arrange services at the new address but it had not and was not empowered to do so. C complained that the Direct Debit had been cancelled and quarterly billing delivered. In the circumstances this was considered reasonable as the acquiring SP had no other means to collect the payments.

No further steps were required of SP in this case.

### **12.16**

C cancelled their account and incurred an early termination fee. C disputed the fee and stated they had never been told they were entering into a minimum term contract. C made several complaints to the SP before it responded. The SP credited the early termination fee. The SP offered a goodwill payment due to the poor level of customer service C had experienced.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman found the SP's offer to be reasonable. The SP was required to make a goodwill payment and write a letter of apology.

### **12.17**

Domestic Customer – Disputed Caller Facility Charges.

The complainant was surprised to find charges for facilities appeared on a bill the complainant received. The complainant complained to the Service Provider about this and while the Service Provider withdrew the charges and appropriately credited and amended the account, it did not provide the complainant with a written response to letters of complaint the complainant had sent. The complainant transferred services to another Service Provider but then found that an early termination fee had been applied to the account, despite having received written notification that the Final Bill would be zero.

The Ombudsman concluded that the Service Provider had correctly applied the facility charges and there appeared to have been some confusion about charging for them. The Ombudsman was satisfied that the Service Provider had redressed the issue over charging but also commented that there had been a shortfall in customer service in failing to send responses to the complainant to letters the complainant had sent. However, the Ombudsman was satisfied that a goodwill gesture the Service Provider proposed in recognition of this shortfall in customer service was appropriate and in the circumstances the Ombudsman directed the Service Provider to maintain it.

### **12.18**

C had two telephone lines with SP. After having technical difficulties with one of the lines an engineer was sent to inspect and charges were raised. C disputed these charges and paid all but these on the account. This led to a disconnection. C stated that the line, which also had a smoke detector and security alarm had been disconnected without warning. SP was chased for the reconnection and over the disputed fees. SP finally addressed the fees some 4 months later and offered to clear all charges relating to this including for late payment. C claimed the cost of an alarm engineer who had visited when the disconnection took place. After further complaints SP offered to cover the call

out cost. C was unhappy with the proposal and the matter was referred to the Ombudsman

The Ombudsman considered that SP was within its rights to restrict services where it believed there was an outstanding debt. However due to the speed of addressing the initial complaint the line had been disconnected and as the original debt was removed SP was responsible for all resulting charges. It was to refund the alarm engineers fees, send an apology and also make a goodwill payment for the delays.

### **12.19**

C complained that SP charged C for a termination fee which C disputed. C sent letters to SP and made numerous calls without resolution. SP said it had removed the termination fee and sent C a final bill to confirm this.

The Ombudsman examined the information provided and noted that C had received several service shortfalls. SP had failed to respond to C's letters and although it had removed the termination fee, it had failed to inform C of this. In addition the amended final bill was sent to an incorrect address. The Ombudsman required SP to award a nominal goodwill payment, ensure C's credit file had not been affected and send a letter of apology.

### **12.20**

C received bills from SP which showed numerous calls to a number that C did not recognise. C queried this with SP, and SP failed to provide an explanation of the calls, but advised that the calls were made from C's telephone.

The Ombudsman concluded that SP had not justified the calls and should remove any costs relating to this number from C's account. The Ombudsman agreed that the number was unobtainable, and noticed that it was not possible to extract any information from the UK phone registry for the number. The Ombudsman also noted that SP had failed to correspond with C and was instructed to award a goodwill gesture and send a letter of apology.

### **12.21**

C states that SP has removed a discount from C's account in error.

SP states that the discount was added without an end date in error and that it is no longer applicable following an upgrade.

The Ombudsman requires SP to provide a written apology to C for the confusion that has been caused.

## **14.0 Faults (Equipment)**

### **14.1**

C experienced technical issues with a landline service and disputed call out charges raised. SP maintained the charges as correct. The Ombudsman found that SP had sent out numerous engineers and that not all work conducted was correct. Therefore, not all charges raised should be maintained. However, SP had made an offer to C which the Ombudsman considered reasonable under the circumstances. However, C had not received a good level of service with contacts made to SP.

The Ombudsman required SP to maintain its offer of a goodwill gesture credit, make a further credit against the outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

### **14.2**

C was unhappy with the advice provided regarding a repair to a mobile phone and that a free replacement was not supplied. SP confirmed that the damage to the phone was not covered under the manufacturers warranty and as C had cancelled the contract early, an Early Termination fee would apply.

The Ombudsman considered that SP were correct to raise termination charges and could see no evidence to suggest that C had been misadvised or should receive a free replacement phone. SP were however asked to provide a goodwill gesture in view of the level of inconvenience caused to C.

### **14.3**

C had problems accessing a website and contacted SP to get the technical issue fixed. SP says that attempts have been made to fix the fault but all have been unsuccessful. SP offered to again try and rectify the fault and if unable to do so offer a fee free transfer. The Ombudsman found that C had been inconvenienced with regard to the time a fault was raised.

The Ombudsman required SP to contact C and attempt to resolve the technical issue. If SP is unable to do this then the company should maintain its offer to meet any connection charges on transferring to a new provider, make a goodwill gesture payment, by cheque for the delays, inconvenience, poor management of the complaint and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

## **15.0 Faults (Line)**

## **15.1**

C was unhappy with the service provided and decided to cancel. SP explained that faults did occur, but these were resolved in a timely manner and confirmed that an Early Termination Fee would apply.

It was decided by the Ombudsman that SP did not receive sufficient notification regarding the faults and therefore the penalty would remain. However, SP were asked to provide a goodwill gesture due to shortfalls in customer service.

## **17.0 Fraud**

### **17.1**

C's tenant ran up a substantial balance on C's account due to the use of premium rate numbers. The tenant accepted responsibility and C asked for the debt to be transferred to the tenant's name. The SP informed C that this could not be done as SP had no contractual obligation to C's tenant. C also disputed charges that were applied to the account after C had requested a call bar was placed on the account.

The Ombudsman agreed that the SP could not transfer the debt to C's tenant, and that that was a matter between C and tenant. The Ombudsman noted that C and tenant had come to an agreement over the debt, and advised that C ensured payments were made to SP to repay the debt. The Ombudsman also concluded that the SP had credited C's account with all charges incurred due to its failure to place the call bar on the line. The Ombudsman did not require the SP to take any further action.

## **19.0 Installation**

### **19.1**

C complained to the SP about delayed installation, missed engineers appointments, and subsequent billing problems. The SP failed to provide any information, but it appeared that C had received unacceptable service throughout. It had failed to apply its Terms and Conditions regarding guaranteed standards of service, provided incorrect advice, applied incorrect charges, and failed to answer C's concerns.

In resolution the SP was required to send a letter of apology, make a goodwill payment in respect of the missed engineers' appointments, make a further goodwill payment for the poor customer service provided, provide a refund of C's mobile calls, cancel the early termination fees applied, provide a full breakdown of both accounts, contact C to discuss current price plans, offer C the opportunity to cancel the account without penalty, ensure any adverse credit information was removed, and provide written confirmation of any action taken.

INSTALLATION: EARLY TERMINATION FEES: COMPENSATION: REFUND: CUST SERVICE.

## **19.2**

C complained that SP delayed providing telephone service for eleven days. C also complained that broadband was delayed and SP sent broadband equipment to the wrong address. C requested compensation from SP but remained dissatisfied with SP's offer. SP did not provide a case file.

The Ombudsman was concerned with C's claims of delays, errors and poor customer service. The Ombudsman viewed the problems encountered as poor customer service. The Ombudsman required SP to award the proposed goodwill and apply its compensation scheme for the delayed provision of service. SP was also required to send C a letter of apology.

## **24.0 Mis-selling**

### **24.1**

C states that SP implemented a new tariff that was not agreed in the sales call. C requests that SP removes outstanding charges and ensures no further contact from debt collection agencies.

SP states that the sales call cannot be located and proposes crediting C's account to ensure the charges reflect those C considers to be correct.

The Ombudsman requires SP to credit C's account to adjust for the tariff C considered to be correct. The Ombudsman also requires SP to make a goodwill payment and ensure no further contact from debt collection agencies.

### **24.2**

C agreed to set up an agreement with SP on the understanding that the connection charges would be cleared. SP did not reply to the Ombudsman. The Ombudsman found that an agreement to clear the connection charges was made and not adhered to by SP. C was also not shown a level of service normally expected by SP.

The Ombudsman required SP to cancel the agreement without penalty, clear any charges raised to date, make a goodwill gesture payment of, by cheque for the overall inconvenience, and send a letter of apology for the service shortfalls highlighted in the report.

### **24.3**

C signed a three Year Fixed Line Telecommunications Agreement with SP and later claimed that the contract was mis-sold on the basis of comparison of prices with other SP's. C cancelled Direct Debit payments which were a condition of discounting of prices in the contract and SP therefore discontinued discounted pricing. C also cancelled the contract during the three year contracted term and SP invoked early termination fees. SP justified all its actions on clearly worded terms and conditions signed for by C at time of sale,

The Ombudsman noted that the terms and conditions of the contract were clear on the documentation provided at the time of sale and noted the elapsed time before any action was taken in regard to the complaint of mis-selling on price. No action was required from SP.

### **24.4**

C signed a business contract with SP's sales representative and when the equipment arrived C believed the package had been mis-sold. C contacted SP and SP investigated maintaining the charges. C cancelled the service and incurred charges for rental and early termination fee. SP submitted no case file.

The Ombudsman required SP to credit 50% of charges for rental and early termination fee.

### **24.5**

C was sold a contract on the basis that there was a good coverage and service in C's area. SP accepted that there was no direct coverage when complaint was made to the Ombudsman but suggested that a service could have been obtained using a related service on the handset. It was found that the contract had been mis-sold and that there had been poor customer service in that call backs had not been provided as arranged.

SP was required to provide a letter of apology for the poor customer service provided in mis-selling this contract and failing to make call backs as arranged; to cancel C's contract immediately, to advise C of the address that the handset and accessories should be returned to and to refund all monthly payments made by C, apart from the first months payment. The refund was to be made in the form of a cheque.

### **24.6**

C received a call and advised that the upgrade could be cancelled within the cooling off period. C agreed on this basis, but when C cancelled within the cooling off period C encountered problems. SP apologised for its error and made a proposal.

The Ombudsman maintained SP's proposal and required it to cancel the upgrade on the account provide a Porting Authorisation Code to allow C to take the number to a Pay As

You Go service; clear the balance of the account, amend C's credit file to show no adverse information had been recorded against C's credit file remove the account from the Collection Agency, provide a letter of apology for the shortfall in service levels and in recognition provide a goodwill payment.

## **24.7**

C says that SP mis-sold an agreement for telephone services. SP refuted C's claim and maintained that C had given clear authorisation. The Ombudsman listened to the initial Sales Call and was satisfied that C had given authorisation to SP. The Ombudsman found that C was not shown a level of service normally expected but considered that the goodwill gesture offered by SP was appropriate recompense.

The Ombudsman required SP to maintain its offer to reduce C's final balance and send a letter of apology for any inconvenience caused in contacting the company.

## **27.0 Number Porting**

### **27.1**

C wrote to cancel the mobile phone contract enclosing a cheque for the balance outstanding and asked for the number to be changed to a pay and go service. SP failed to action the cancellation. C continued to receive demands for payment and telephoned on a number of occasions to say the account had been cancelled. SP failed to disconnect the account and C complained to Otelo.

SP acknowledged it had received the letter of cancellation but maintained charges as C had continued to use the phone for another two months. The Ombudsman required SP to apply goodwill credit for line rental and administration charges 30 days from receipt of the notice of cancellation in recognition of the shortfalls in customer service but C was required to pay for additional call charges on the account.

## **28.0 Payments**

### **28.1**

C says they made a payment at the Post Office but this was not applied to the account. C received letters requesting payments as well as a court summons. C checked with the Post Office twice and it was unable to locate the payment. SP checked with the Post Office and the outcome was the same. As no one can locate the payment and there is no evidence the payment was in fact made it was recommended that SP takes no further action and C should pay the final bill.

## **32.0 Refunds**

### **32.1**

C's line was restricted for non payment. A third party agreed to pay the amount outstanding to restore the line. SP took a higher payment than quoted to the third party. The third party asked for a refund of the over payment and for the balance to be waived. SP agreed to refund the overpayment but this would mean the line would be further restricted. C complained to Otelo.

The Ombudsman considered that SP was entitled to payment of the full balance outstanding in order to restore C's line. The balance was not disputed. The Ombudsman accepted the third party had been given incorrect information regarding the balance and required SP to offer to return the full payment taken. This would mean C's line would be further restricted and was a matter of choice for the third party. The Ombudsman also considered there had been shortfalls in customer service in failing to respond to correspondence and required a goodwill credit to be applied to the account.

## **33.0 Security**

### **33.1**

C requested telephone service from SP. C agreed to pay by monthly Direct Debit. C returned completed Direct Debit forms and sent them to SP who misplaced them. C requested an apology but none was forthcoming. C also pointed out other shortfalls by SP.

Ombudsman required SP to make a written apology for misplacing the Direct Debit forms and maintain its offer to credit C's account as a gesture of goodwill.

## **34.0 Service Transfer**

### **34.1**

C requested telephone and broadband service with SP. However, there was a delay in providing the telephone service and C never received a broadband service. C cancelled the account but later received bills for the cancelled service. C complained and sp agreed to clear the balance but failed to do this and C received further bills and a final demand. C also highlighted various customer service issues.

The Ombudsman requested that the SP send a written apology for the delay in setting up the account, the resulting billing issues and the level of customer service along with any inconvenience these may have caused; send written confirmation that all charges on the account have been cleared; send written confirmation that C's credit file remains unaffected; and make a goodwill payment in recognition of customer service issues.

### **34.2**

C says that a request to cancel was made to SP and that the company billed the account after the request. SP says that C requested a Port Authorisation Code (PAC) and did not utilise it within the prescribed timeframes and therefore the Pre-pay account continued to charge. The Ombudsman was satisfied that SP had billed the account correctly but that it did not reply to C's contacts.

The Ombudsman required SP to make a goodwill gesture payment for the poor reply to contacts made and the way the complaint was handled and send a letter of apology for the service shortfalls highlighted in the report

### **34.3**

C advises their landline was transferred to SP without their agreement. C complains of receiving debt collection letters and is requesting a goodwill gesture in recognition of the inconvenience caused. SP advises C was previously its customer when C left it SP did not fully close the account which resulted in C being transferred back in error. SP advises it continued to bill C in error after they transferred away it advises this has been rectified and C's credit file had not been adversely affected. SP offered a gesture of goodwill which C declined.

The Ombudsman found the transfer of C's line and the unwarranted referral to a debt collection agency to be shortfalls in service, however, the goodwill gesture already offered by SP was considered sufficient in addressing this. This offer was required to be maintained. SP was required to apologise to C for service shortfalls.

### **34.4**

C contacted SP and requested it transfer C's service on the day they move home. SP agreed and placed order. C advises they informed SP of a change to the date in question. SP advises it has no record of this request. The transfer was delayed due to a fault at the C's new premises. Each account differed in terms of how long it took to be resolved. C accepted goodwill credit as a resolution. SP charged C for rental and calls while C said the line was faulty. C requested refund. In the meantime SP took direct debit payment of balance. C complained as advises they had specifically requested this not be taken. SP applied refund for the charges in question and a further goodwill gesture. C wrote to SP for an explanation but did not receive a response.

The Ombudsman required SP to: make a goodwill payment; apologise to C for shortfall in customer service; explain the communication breakdown which led to the charges in question being billed to their account without their knowledge.

### **34.5**

C asked to cancel a broadband service with SP. C claimed that there had been technical problems and that was the reason for cancellation. SP offered technical assistance but C claimed that the computer was broken as a result of broadband connection problems. C asked to cancel the broadband and line service, confirming a change of address. SP cancelled the line and did not apply a termination fee. C asked for compensation for the stress experienced.

The Ombudsman noted that C had not provided any evidence of damage to the computer and C had not allowed SP the opportunity to correct any connection issues. On that basis the Ombudsman considered the penalty fee to be warranted. However, as SP had not applied it to the account, and the account was closed, SP was only required to confirm to C that the final bill did not include the penalty fee. There was no evidence of a shortfall in customer service and therefore additional action was not required.

## **36.0 Tariffs**

### **36.1**

C complained to the SP about being placed on an incorrect package option. The SP apologised and confirmed this would be amended. It was evident that this was only completed after avoidable delays and poor customer service were experienced. The SP suggested the amendment was made shortly after, but the billing information showed otherwise.

This led to a dispute regarding the outstanding balance and the disconnection of C's account for non payment. An early termination fee was also applied. The SP admitted some instances of poor customer service and proposed to make a goodwill credit.

It was concluded there was a doubt surrounding the accuracy of the outstanding changes, and the SP's decision to cancel the account.

In full consideration of this and the poor customer service received the SP was required to send a letter of apology, ensure the account and full outstanding balance was cancelled, and remove any adverse credit information relating to this matter.