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## **1.0 Auto Diallers**

### **1.1**

C received a bill with unrecognised calls to a rogue dialler and personal numbering system. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP offered to make a credit to C's account, which the Ombudsman considered reasonable, but required the amount to be improved upon. SP had not demonstrated sufficiently well that Mrs Dunn had been made aware of the threats posed by rogue diallers.

The Ombudsman decided that C should remain liable for the balance outstanding after the goodwill payment had been made.

### **1.2**

C received a bill from SP that contained a number of Premium Rate Services (PRS) charges that C maintained C did not make. C complained to SP about the charges however SP maintained the charges throughout. The Ombudsman found that the PRS calls were both chargeable and correct and was satisfied that SP could not have been alerted to the calls at any earlier stage. From the evidence provided the Ombudsman was satisfied that SP had explained the potential nature of the calls and also offered C advice on how to protect from further similar calls and also offered C a payment plan, which C had declined. The Ombudsman did find that much later on in the complaint, C did send a letter of complaint to SP's Head Office and it appeared that this was not responded to. Therefore the Ombudsman required SP to provide C with a letter of apology for this shortfall in customer service.

### **1.3**

C was the victim of 'auto rogue dialler' calls generated by C's dial up Internet connection. SP noticed the sudden increase in charges and tried to contact C about them but C was away from home. SP decided to restrict PRS calls and send a letter to C about the calls that had been made. SP however delayed the PRS restriction for some five days. SP told C how the charges had been incurred and SP agreed to write off the charges incurred during the five day period between discovering the irregularities and implementing the restriction. C then disputed the charges and complained about SP's delay in implementing the restriction, despite the fact that SP had already written off the charges incurred during that period. SP explained to C that the charges had been correctly raised and had been generated by C's computer equipment attached to SP's line. C refused to accept this and demanded that SP investigate the charges.

C told SP that C was prepared to pay undisputed charges but never did so. It took SP some time to investigate and as a result of C not paying the undisputed charges C was inconvenienced by line restrictions and debt collection notices.

The Ombudsman concluded that the charges had been correctly raised and that C was responsible for them. The Ombudsman also commented that it was generous of SP to write off the charges incurred during the short time it had identified the problem and managed to contact C. The Ombudsman could see no reason why C had withheld payment for other charges and had C not done so, then the inconvenience C suffered would have been considerably less.

The Ombudsman further concluded that C's computer equipment had originated the calls and had C taken suitable security measures the scam would not have occurred. She also commented that it was due to SP's effective monitoring that the scam had been revealed and halted.

The Ombudsman decided that C was responsible for the charges for the calls and other than maintaining the goodwill gesture T had made, T need not take any further action.

#### **1.4**

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman agreed with SP, that adequate information had been made available. However, SP had suspended C's service which was considered premature. The Ombudsman required SP to make an apology and a small goodwill gesture.

### **2.0 Billing**

#### **2.1**

C contacted SP with queries about his account, but SP failed to provide an adequate response. C also later raised billing queries. SP had failed to collect C's top box, as promised and required SP to make further arrangements.

The Ombudsman concluded that SP had answered some of C's queries, but not fully. Therefore, SP was required to provide C with a goodwill payment, response to his billing query and to contact C to arrange the collection of the top box.

#### **2.2**

C reported a fault to SP which was eventually fixed. However, SP applied a charge to the account for non-payment after advising C that the account was in credit. C disputed the charges, which SP refunded. SP then applied a further charge for fixing the fault. C had not been notified of the charges in advance and was unaware of the repair that was carried out. C asked for copy bills and an explanation for the charges. SP failed to respond to the requests and did not reply to all queries raised.

The Ombudsman was of the opinion that there had been a shortfall in service, which had caused further problems for C. SP was required to issue the copy bills requested and

provide confirmation of the charges raised. The Ombudsman considered the fault repair charge to be valid but SP was required to issue a credit to the account for failing to advise of the charge on advance. SP was also required to issue a written apology and further credit for the shortfall in service. Finally, SP was required to investigate the continued fault.

### **2.3**

C contacted T with issues relating to disputed charges and billing. T stated that the call charges were raised correctly and that after investigation there was no evidence of tampering found on the line. T added that as a goodwill gesture it offered to credit the disputed call charges.

The Ombudsman finds that there is no clear evidence to suggest that C's line has been tampered with in any way and remains satisfied that T has carried out all available checks to clarify this issue. Although the Ombudsman did not dispute what Chas told her regarding not making the calls directly, C was advised to consider the possibility that a third party has access to the property. As the account holder C remains directly responsible for any charges raised by the equipment at C's premises.

There is no evidence of any service shortfalls in this case. The Ombudsman notes that T initially offered to credit C with the cost of the disputed calls, but this was in no way any admission that the calls were not raised correctly. This offer has been helpful.

Therefore, T was required to maintain its offer to credit the disputed call charges raised as a goodwill gesture.

### **2.4**

C contacted SP with issues relating to disputed payments, contract cancellation, CPS and poor customer service. SP stated that a refund would be given for the over payment; however C did not request cancellation in the normal way.

Overall, the Ombudsman concluded that C had been inconvenienced with regards to the disputed payment and in attempting to resolve the complaint.

Therefore, SP should ensure that the disputed payment is refunded to C, by cheque, confirmation that the account is closed with a nil balance, send a full written apology, and offer a additional goodwill gesture payment for the overall poor experiences to date, confirm to C that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency and ensure that no further billing is sent relating to this disputed payment.

### **2.5**

C was receiving a call charge package from SP when C received call charges billing from another SP. C complained to SP about this and SP told C to go to the other

provider and ask it to cease the call service. C did this but was told that it was SP's responsibility to do this. C re-contacted SP but SP still did not ensure that it was providing the service. C called SP many times and sent a letter of complaint. C then sent SP a letter asking for the service to be terminated and the account to be closed. SP did not react to these requests but did apply a credit to the account to refund charges C had made for call services C did not receive.

The Ombudsman decided that SP should not have directed C to the other service provider to carry out a request that it should have carried out itself. SP should have ensured that C was receiving the service C had wanted. The Ombudsman came to the conclusion that SP should refund C with the call package charges and that SP should close the account as C had asked for in writing.

The Ombudsman also came to the conclusion that there had been customer service failings on the part of SP in not ensuring that it was providing C with the service C wanted and it did not adequately deal with C's verbal and written complaints. The Ombudsman concluded that SP should send C a letter of apology and make a small goodwill gesture to C to redress this.

## **2.6**

C encountered problems with billing that SP sent C after C moved house. Despite being told of the move SP continued to bill C for the services at C's old address. C complained about this to SP but the problems were not rectified to C's satisfaction. C asked for C's accounts to be closed and for payment of credit show on C's last statement. SP indicated that it would apply an early termination charge in respect of one account and then it did not respond to C's repeated requests for payment of the credit on the account.

The Ombudsman noted that SP was prepared to allow C to cancel an account without applying an early termination charge and she decided that it would be appropriate in the circumstances for SP to do this.

The Ombudsman also noted from SP's account record that due to a billing error in addition to charging C for services C was no longer receiving SP had also given C a double discount on the package. There were clearly errors in the charging which SP wanted to address before providing C with final billing. The Ombudsman came to the conclusion that SP should re-calculate the billing, provide C with final billing and pay C any credit that there may then be on the account.

The Ombudsman also noted that there had been customer service failures on the part of SP about C's billing and responses to some of C's letters and she decided that SP should send C a letter of apology and make a small goodwill gesture in respect of these.

## **2.7**

The Ombudsman concludes there was a shortfall in customer service on this case. SP failed to disconnect C's account on the issue of a PAC. It then continued to raise charges against the account and actively seek recovery of the balance. The

Ombudsman welcomes SP's proposed settlement of this complaint however in addition she requires it to issue an apology. The Ombudsman directs SP to:

- Clear the outstanding balance and cease debt recovery action;
- Clear any negative comments that have been passed to C's credit file;
- Provide feed back/training for prevention of future occurrence of this issue
- Provide a goodwill gesture in recognition of the poor service received; and
- Issue a formal letter of apology in recognition of the customer service issues raised.

## **2.8**

C complained that SP had recorded adverse information with the credit reference agencies following a dispute over charges. C claimed that SP had agreed to the late payments but SP claimed that the agreement had been to accept payments on a plan to clear the account balance. C made the payments but several were received late by SP. SP amended the record with the credit reference agencies but refused to remove the records completely.

The Ombudsman noted that the payment history reflected by SP was an accurate record and she could see no reason to require SP to remove the records. The Ombudsman was also of the opinion that SP had responded to C's complaint appropriately. The Ombudsman was unable to identify any evidence of a poor service by SP and therefore she did not require any further action.

## **3.0 Broadband**

### **3.1**

C complained that SP had provided him with a Broadband service with intermittent problems.

C claimed it had received poor service from SP. The Ombudsman noted that SP had taken positive steps to resolve C's issues and applied credits and goodwill payments where necessary. SP provided the Ombudsman a Broadband log record which showed usage on the account. The Ombudsman could not see any signs of poor service. She required SP to allow C to transfer to another provider and remove the marker placed on the telephone line.

### **3.2**

C moved home. C called SP to transfer C's broadband service to C's new address. There was a delay in this transfer being completed. The telephone line provider then cancelled the telephone line. SP then had to apply for the broadband service once the line was reactivated. There was a further delay because SP submitted an incorrect application.

The Ombudsman was of the opinion that the main cause of the delay was the cancellation of the telephone line, which was nothing to do with SP. However, SP caused further minor delays, and therefore SP was required to make a goodwill gesture to recognise this.

## **5.0 Cancellation**

### **5.1**

C requested termination of one account and continuation of a second. SP failed to split the two and C was billed incorrectly for several months. SP later investigated and corrected the changes and included refunds and a goodwill gesture.

The Ombudsman considered the actions taken by SP were reasonable but delayed, resulting in unnecessary inconvenience for C. She required an apology and a further goodwill payment.

### **5.2**

C cancelled a business account which led to an early termination fee being applied to the account. C agreed to continue the contract and the fee was credited back to the account. When the account was restarted it was with a new account. A balance was left on the original account which was not paid. Debt collection processes were started but C did not pay the debt. The T providing the line ceased the service causing damage to C's business. C claimed damage from T.

The Ombudsman took the view that C had failed to pay this debt and that that had caused the actions taken by T. It was accepted that T had not answered a letter from C and this was seen as poor customer service and a small goodwill gesture was required.

### **5.3**

C agreed to SP's service but maintained that as C had heard nothing further, C cancelled and moved back to C's previous provider. C contacted SP to cancel the call service only, as C's line rental was due to be taken over by the other provider. However, the provider could not take C's line until a certain date, and C was billed by SP for services up to that point. C did not make any payments to SP and disputed the charges. C complained and eventually SP agreed to clear the balance as a gesture of goodwill. However despite this, C received another bill with an outstanding amount. The Ombudsman found that C had made an agreement with SP for the transfer of the service and it was clear that SP had billed C for a service when C would not have been billed by the other provider. However, it is also clear that SP continued to charge C after this point. The Ombudsman welcomed SP's decision to clear all the charges on the account as this covered charges that C was liable for, but it was clear that this had not happened. Therefore the Ombudsman required SP to confirm to C the closure of the account with a zero balance, ensure that no more demands were received, that C's

credit rating ad not been affected and also an apology for any shortfall in customer service received throughout.

#### **5.4**

C contacted SP to cancel C's account and although SP confirmed it would do so, it also advised C to contact another company in order to fulfil the cancellation. C did not do this as C was moving away, therefore the account remained active and then C was invoiced for call charges due to C's tenant continuing using the phone. C contacted SP to dispute such charges as C believed that the account had been cancelled. SP looked in to the matter and advised of no refund as C had not contacted the other company and the charges were valid. C continued to dispute the matter and on occasions was advised that a credit would be applied, however SP then stated that this would not happen. C escalated the complaint however SP maintained its position. The Ombudsman found that C had cancelled in accordance with SPs Terms and Conditions (T and Cs), however it was also evident that SP had advised C to contact the other company and that C did not do this. The Ombudsman was satisfied tat as the calls were made on the account, C was liable for them, however she required SP to credit C with 50% of those, as a gesture of goodwill, as it was clear tat C was not fully aware of the full cancellation process. The Ombudsman also recommended to SP that it updated its T and Cs and Code of Practice to inform its customers of such a process. The Ombudsman also required SP to provide C with an apology for any shortfall in customer service and inconvenience caused throughout.

### **7.0 Credit Control**

#### **7.1**

C discovered default on credit file from SP. C disputed this but SP maintained as correct.

The Ombudsman said that the records provided showed that C's account had been disconnected due to non payment and then referred to a collection agency. Based on this evidence the Ombudsman said that the default was correct and should not be removed. SP required to take no further action.

### **8.0 Customer Service**

#### **8.1**

The Ombudsman concludes C agreed to a broadband offer that's tariff was set for the first three months and then increased thereafter. The Ombudsman acknowledges SP checked the accounts and clarified the charges were correctly generated.

The Ombudsman notes C complains SP failed to explain the bills when asked, even when C appointed a solicitor to act. The Ombudsman notes that SP provided explanation over the telephone. The Ombudsman considers it reasonable for SP to respond to C's concerns by telephone however in the interest of clarity, she directs SP to

issue a letter of explanation of the bills and the service charges generated. The Ombudsman welcomes SP's arrangement of a repayment plan.

## **8.2**

The Ombudsman concludes C suffered a shortfall in customer service. From the outset of this case SP failed to provide C with the package agreed at the point of sale, and failed to port C's previous number as requested. The Ombudsman considers C gave SP plenty of opportunity to correct its errors yet the complaint became protracted. In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill payment in addition to the corrective action it has taken with the account.

In summary the Ombudsman directs SP to:

- Refund the payments C made in goodwill for the incorrect package.
- Clear the outstanding balance on the account and ensure it is closed with a nil balance;
- Issue a formal letter of apology including an assurance C's account was recalled from the collection agency and that his credit history has not been adversely affected by its actions.
- Make a goodwill payment payable by cheque.

## **8.3**

C cancelled an account with SP. On the day the DD was cancelled for that account a further invoice was delivered but not paid. E-mails for payment were ignored and eventually debt collection action started. When C made enquiries conflicting information was given and an adverse entry was placed on a credit reference file.

The Ombudsman found that as the debt was correct it should remain however there had been poor customer service in that C had at one time been told that the account was in credit.

The Ombudsman required SP to provide C with a letter of apology and a full explanation as to how this situation has come about and the current status of the account. To reflect the poor customer service that has been experienced SP was required to also clear this account and provide a £100 goodwill gesture. SP should also show the debt as satisfied.

The Ombudsman recommended that SP considers revising its systems to ensure that all advisors are able to see the current position on accounts when dealing with customer enquiries. This will help prevent any further repetition of this type of problem. Alternatively, SP should ensure that advisors make adequate enquiries with other staff if the account balance should appear to be uncertain

#### **8.4**

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

#### **8.5**

The Ombudsman considers C has experienced a shortfall of customer service at times on this case. C was without service for a short period and this affected business and caused inconvenience. The Ombudsman notes that SP ceased supplying services to C during the minimum term of the contract. The Ombudsman considers this a breach of contract and SP was correct to maintain an early termination fee.

In recognition of the customer service issues raised on this case the Ombudsman is satisfied that SP's offer to reduce the termination fee was a reasonable settlement.

The Ombudsman concludes SP is to apply a credit to the account in goodwill and on receipt of the balance of the account SP is to mark the credit file as settled.

#### **8.6**

C asked to cancel an account. SP failed to act on the request. C then repeated the request but also asked for the number to be transferred. SP was unable to transfer the number prior to disconnection. SP reinstated the service after C agreed to this action. SP advised that this would enable the number to be transferred. However, C had unknowingly agreed to a minimum term contract. C asked to cancel the contract and receive the transfer code. SP advised that a penalty would be payable. C also asked for a refund of payments made to the insurance company for the phone.

The Ombudsman was of the opinion that had SP acted on the first request the transfer code would not have been available to C. However, due to the new contract the transfer was feasible. Despite this, the Ombudsman did not consider the termination fee to be appropriate, given that C had only agreed to the service because of SP's failure to act on the request. SP was required to issue a letter of apology and provide the transfer code. Once this was done, the service was to be terminated without penalty. SP was also required to issue a claim form for any payments that C had made to the insurance company. The Ombudsman considered the charges on the account to be valid as C had made use of the contract during the period of the complaint.

#### **8.7**

The Ombudsman concludes SP failed to provide C with a satisfactory level of customer service. The Ombudsman notes C incurred costs when seeking resolution to the connection difficulties and was inconvenienced as the connection became protracted.

The Ombudsman welcomes SPs credit refund of the administration, telephone and dial up charges C incurred however does not consider SP is obliged to provide compensation for loss of business revenue. In recognition of the customer service issues raised and the inconvenience C experienced the Ombudsman directs SP to make a goodwill gesture payable by cheque.

## **8.8**

Based on the information made available to her, the Ombudsman concludes C reported several faults over the years. It seems SP addressed the issues as they have arisen with corrective action and appropriate compensation in accordance with its Compensation Scheme. The most recent investigation showed a line dipping into a hedge and that the electricity company would need to repair its pole in the first instance. The Ombudsman accepts this to be the case and that the investigation is still ongoing.

The Ombudsman notes C actively sought resolution to the complaint. She considers C incurred costs and has suffered inconvenience when chasing failed call backs. In recognition of the customer service issues raised on this case the Ombudsman directs SP to:

- issue a formal letter of apology and an explanation of the cause of his most recent fault;
- credit the account with a goodwill gesture.

## **8.9**

C made a late payment to SP, which SP agreed to. However, the payment was not received on the agreed date and SP cancelled the service. Once payment had been received the service was reinstated but C then made further late payments. On occasions the payments were missed altogether and SP barred the service each time. C claimed that costs had been incurred as a result of the barred service and asked for compensation from SP. SP declined the requested.

The Ombudsman was of the opinion that SP had acted appropriately and within the terms and conditions of service. The service was barred due to C's failure to make payments and the Ombudsman accepted that SP should not have to provide the service in these circumstances. SP had made efforts to address the issues with C but the late payments continued. The Ombudsman did not require any action of SP and she could see no reason why the outstanding balance should not be pursued.

## **11.0 Disconnection**

### **11.1**

C complained that SP disconnected a service without notification. SP admitted that an error had been made and offered a goodwill payment to C. C declined the offer and asked for compensation for the full period spent trying to resolve the matter. SP reconnected the service after a slight delay but C decided to transfer the service to

another provider. C complained that the standard of customer service provided by SP was less than satisfactory. C then claimed compensation for the loss of business due to the delay.

The Ombudsman was of the opinion that C had experienced some inconvenience as a result of SP's actions but she was also of the opinion that C should take some responsibility for the lack of contingency plans to cover such an eventuality. SP was required to issue a goodwill payment, which should be paid to C if the balance was in credit. C had transferred to another provider and therefore SP was not required to take action in respect of the service.

## **12.0 Disputed Charges**

### **12.1**

SP agreed to involuntarily terminate C's account but kept sending bills after this agreement. SP tried to resolve the case and applied credits to the account. The Ombudsman considered the credits applied were from the date the agreement to terminate was made but required SP to provide C an apology for a shortfall in customer service levels and a goodwill payment.

### **12.2**

C received a call from SP but refused its services. SP went on to acquire C as a customer in any event and when a complaint was made and the service cancelled SP charges an early termination fee.

The Ombudsman found no evidence that the agreement had been properly entered into and required the cancellation of the contract without penalty, all line rental to be credited, a goodwill gesture to be paid for distress caused and an apology.

### **12.3**

C agreed a contract with SP, expecting a fixed tariff, but the bills always exceeded the expected amount. C then withheld payment. SP closed the account and applied a termination fee. SP investigated the complaint and found the elevated charges were due to the use of Premium Rate Text Services.

The Ombudsman considered C was liable for the account and the termination fee.

### **12.4**

C sent a cheque payment to SP who cashed the amount but didn't credit it to C's account. The Ombudsman found that C had provided no copy of the bank statement to prove the payment was made. The Ombudsman required the SP to provide C a goodwill

gesture payment for poor service. She recommended that C provided SP with the bank statement.

### **12.5**

C contacted SP to cancel account. C continued to receive bills. C contacted SP and sent letters but received no response except a cheque in the post with no explanation. SP did not provide a case file.

The Ombudsman said that C had received poor customer service from SP. SP to cancel account and remove any outstanding balance or refund C for any payments made. SP to send C a letter of apology, explanation of cheque C received and award a goodwill payment.

### **12.6**

C agreed to a contract with SP for some new mobile phones and to have two numbers ported from another service provider. However, when C received a courtesy call from SP, the charges were not as agreed with the salesman. C states that a call was made to the salesman the next day to cancel the service and C was informed that no written confirmation was required. However, SP carried out the terms of the contract and stated that it would not cancel the contract, as C had not provided written confirmation.

The Ombudsman concluded that, on the balance of probabilities, C did request to cancel the contract and SP failed to inform C that written confirmation was required, as stated in its terms and conditions. SP was required to cancel the contract without applying any early termination fees. A final bill was required for any call charges and line rental applicable after SP had ported the two numbers from the other supplier. SP was also required to assist C in arranging for the two numbers to be ported back to the original supplier. C was required to return the used mobile phones to SP.

### **12.7**

C entered into a contract with a retailer for mobile telephone services from SP. When C received billing C noticed that charges had been applied for a video service which C claimed had not been agreed to.

C complained to SP and SP credited C's account for the services that C claimed were unwanted. C then stopped making payments to the account, as C felt that the agreement had been broken. SP disconnected services for non-payment.

SP told the Ombudsman that the additional services were part of the agreement which had been made through a retailer. C should have taken up C's concerns with the retailer but had not done so. SP had applied credits to C's account in respect of the additional service but C had still not paid the bill. SP did not believe that the contract had been broken and felt that C was tied to the full term of the contract.

The Ombudsman agreed with SP. C had entered into a valid contract and the withdrawing of services from C for reason of non-payment did not invalidate the account irrespective of a dispute over a particular service charge. C had received other services and was responsible for paying SP for them. C was also tied into the contract for its full term.

The Ombudsman commented that it would however be helpful for SP to obtain a copy of the agreement, present this to C and check that the services charges that had been applied were correct.

### **12.8**

The Ombudsman considers that based on the information made available to her by both parties C inadvertently made lengthy calls from abroad. The Ombudsman considers that whilst this unfortunate there is no justification to release C from the liability to pay the call charges generated.

SP confirmed the calls were made from C's handset and were correctly charged. The Ombudsman accepts that calls made from foreign networks are not charged in real time and can take up to six months to be charged to a customers account.

The Ombudsman considers SP acted correctly in this case and there is no evidence of a shortfall in customer service. The Ombudsman requires no further action on this case.

### **12.9**

C felt that SP should refund charges for non broadband usage. SP refused and maintained the charges. The Ombudsman appreciated that C was out of the country for a certain period and could not therefore use the broadband, but she considered C was liable due to a 12 month contract with SP. She required no further action from SP and expected C to pay SP

### **12.10**

C reported the theft of a mobile phone to SP and entered into a contract for a new phone. In accordance with the terms and conditions of the contract SP continued to bill C for line rental. C did not inform SP of C's wish to have the account cancelled. SP continued to take payments from C by means of Direct Debit arrangements which C had not cancelled, and to send C invoices for the account. C raised no concerns about this and continued to meet the Direct Debit payments. C then moved house and SP failed to amend its records and continued to send invoices to C's previous address.

When C came to cancel C's replacement phone service C discovered that C had been paying SP line rental charges for some years on the stolen phone. C complained about this and asked for a refund of the charges. SP refused to give C a full refund but accepted that it should have dealt with the change of address and as a result it was prepared to credit charges applied since that event. C declined this offer.

The Ombudsman saw from the terms and conditions of the contract that C had to cancel the agreement in writing. C had not done this. The Ombudsman wondered why C had not cancelled C's Direct Debit arrangements and had C done this the problem would have been identified and dealt with much sooner. This was a serious omission by C that was a contributory factor in the events that unfolded.

#### **12.11**

C experienced billing problems from SP involving a customer of similar name. C also complained that SP delayed in providing a repair service and took money from a bank account incorrectly. SP investigated the complaint and acknowledged C had received poor customer service and offered a goodwill gesture. This was refused by C as being inappropriate, citing loss of income due to the interruption of service.

The Ombudsman considered C had received poor customer service and required SP to complete the offer previously made and an additional goodwill payment with an apology. SP was also required to ensure the credit reference for C was unaffected.

#### **12.12**

C disputed charges on the bill for premium rate text messages. SP applied a credit to the account as a goodwill and explained the procedure for cancellation of such services. C complained to the Ombudsman that SP promised to cancel the service, but didn't. The Ombudsman found no evidence of this promise and found that SP had advised C to contact the third party company to cancel. The Ombudsman was of the opinion that the credits already applied were fair and reasonable. She required no further action from C.

#### **12.13**

C disputed a charge with SP. SP agreed a refund but failed to apply the full amount. C then asked for the lines to be transferred to a new address. The transfer was completed but C was unhappy with the time taken. C disputed the transfer charges but SP claimed that they had been confirmed at the time of the request. SP applied a fee to the account for a fault on the line. C disputed this and SP refunded it once it became apparent that the fault had been fixed without an engineer visit. C then asked for the lines to be disconnected due to the poor service received. SP cancelled the service but applied a termination fee to the account. C disputed liability for the fee.

The Ombudsman was of the opinion that there had been a shortfall in service and that SP was responsible for some of the confusion caused. However, she was satisfied that the term fee applied to the account and the remaining charges were valid. The Ombudsman did note that one of the lines that was cancelled was not covered under the contract for service and therefore that line was to be cancelled without charges. SP was required to issue a letter of apology for any confusion caused. In addition, SP was required to refund the disputed charges and issue a goodwill credit to the account. Finally, the single line was to be cancelled without charge and confirmation provided for

C. The Ombudsman could see no reason why the term fee should not stand as C had agreed to the terms in the contract.

#### **12.14**

C complained that high charges had been incurred whilst abroad due to incorrect information provided by SP. SP could find no evidence that incorrect information was provided and offered to recalculate the bills. The change would have been more costly to C and C was advised of this. C complained that the service was poor and asked to cancel the contract. SP advised of the termination fee and C decided to wait until the end of the contract. Once terminated, C complained that SP had charged for administration fees inappropriately and continued to request payment. SP advised that the payments were valid because the payment method had been cancelled. C complained that the service had been disconnected without warning but as the balance was overdue SP considered this reasonable.

The Ombudsman was of the opinion that SP had acted appropriately in respect of all issues raised by C. There was no evidence that incorrect information had been provided by SP and it was clear that SP had acted on the requests made by C. No further action was required.

#### **12.15**

C complained that SP had charged for calls not made. SP investigated the account and identified that the numbers dialled were numbers previously used by C. C acknowledged the numbers but claimed that they had not been made at that time. SP carried out further investigations but maintained the charges. C refused payment on the account and SP issued payment demands. C complained about the payment chasers and notification that the service was to be restricted. C also complained that SP had terminated calls.

The Ombudsman was of the opinion that SP had investigated the calls appropriately. SP had responded to all requests from C and provided the information required to identify the calls. It was clear that SP had billed correctly for the calls and the Ombudsman could see no valid reason for C to withhold payment. The Ombudsman identified that SP had terminated the calls because C became abusive and the Ombudsman accepted that this action was reasonable. No further action was required of SP and the Ombudsman considered the charges to be valid and payable.

### **14.0 Faults (Equipment)**

#### **14.1**

C suffered loss of service for over a month, which was due to no wiring from telephone exchange to the building. SP offered compensation to C via the wholesaler. The

Ombudsman recommended C to accept and accepted SP's explanation that it was not responsible in this case as it was relying on the wholesaler to carry out the installation of the service. The Ombudsman required SP to provide C a goodwill gesture for not responding to C's written correspondence in writing addressing outstanding issues.

## **15.0 Faults (Line)**

### **15.1**

C claimed service mis-sold by SP as C is a residential C and not business. SP disputed this. C claimed had fault with line and broadband. SP said line fault was repaired and C did not advise SP any further. SP said no fault with broadband raised. C wished to cancel contract without penalty.

The Ombudsman said that there were no grounds to cancel contract without penalty. C used number for business purposes as the Ombudsman demonstrated by viewing the companies web site with number displayed. The records provided by SP showed that C did not raise any further fault with line and did not raise a fault at all with the broadband service. The Ombudsman requested that SP investigate faults further and keep C updated.

### **15.2**

C experienced various customer service issues. T provided explanations for each. Complaint was made that calls were dropped due to poor coverage and faults with the handset. The call records did not fully support the contentions made.

C had requested the cancellation of the contract. The request was refused. C stopped paying the bills which led to T placing an adverse comment on C's credit history files. The Ombudsman found that T was entitled to do this in light of the non payment.

A call made to T's executive office connected with a call centre due to a fault on the line. T accepted this fault and apologised stating it had now been corrected. The Ombudsman accepted this and acknowledged the frustration this could cause but also acknowledged that faults do occur on business lines.

In view of the various customer services which had been experienced the Ombudsman required T to provide a small goodwill gesture.

### **15.3**

C claimed financial loss as a result of a fault. SP refused as this was not covered under its Terms and Conditions. It made a goodwill payment offer, which C rejected. The C provided no evidence to her office of incurring financial loss. Ombudsman found SP's offer fair and reasonable and recommended C accepted it.

## **19.0 Installation**

### **19.1**

C was visited by SP's engineer, who was to install a line. The Engineer located a socket for the connection in a room and tried to move a desk to access it. C claimed that in doing this, the Engineer damaged the desk. The Engineer denied responsibility for the damage and claimed it was C's actions in providing some assistance to try and move the desk that had caused the damage. C made a claim to SP for the damage caused to the desk but this was refused.

The Ombudsman was faced with two conflicting accounts by the parties and in the absence of supporting evidence from either party she had to rely on the 'balance of probabilities' test. The Ombudsman noted that the engineer had tried once to move the desk and had failed because it was too heavy. The Ombudsman felt that the engineer would not have then made a further attempt to lift the desk unaided and she came to the conclusion that on the balance of probabilities C must have assisted in some way that it was C's actions that had caused the damage. The Ombudsman therefore decided that SP need not take any further action in response to C's complaint.

## **20.0 International Call Charges**

### **20.1**

C contacted sp and asked sp to activate a service which would allow C to make cheaper calls to international numbers. SP failed to activate the service. SP later denied ever receiving request to activate the service. C therefore refused to pay the bill. Eventually the account was suspended.

The Ombudsman was of the opinion that the evidence available suggested that C did request the international call service, and that SP failed to activate it. Therefore, SP was required to lift the suspension on the account and to recalculate C's bills, as if the service had been activated when originally requested. SP was also required to refund all charges C had paid since the account was suspended.

## **22.0 Internet Connection**

### **22.1**

C experienced a long delay before SP's broadband service was activated. It was discovered that SP had provisioned broadband to the wrong telephone number which caused a duplicate account to be set up. SP cancelled the duplicate account and refunded the charges incurred. C experienced a poor level of customer service.

The Ombudsman was pleased to note that SP had cancelled the duplicate account and refunded the charges incurred. Nevertheless, the Ombudsman was of the opinion that a clear shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

## **24.0 Mis-selling**

### **24.1**

C agreed to SP's services and signed a sales order form, as well as a leasing agreement for monthly repayments to SP and its leasing company. However SP could not transfer C's lines due to an alarm system on C's lines, which C was unhappy about and C also complained that C was being overcharged by SP and not as the price agreed on the original form. C complained to SP on numerous occasions and although SP explained why SP could not transfer the line, it did not explain the overcharging. The Ombudsman found that the agreement provided by both parties only stipulated the price that C believed C had to pay. The Ombudsman requested more information from SP however this was not received, and although the Ombudsman was satisfied that the leasing agreement was correct, she found that the sales order form for the monthly costs of C's services had been miss-leading and therefore required SP to credit this amount to the account for the contract term. The Ombudsman also found that despite the transfer of the line being outside of SP's control, it could have noted this predicament at the agreement stage as this was specified on the order form too. It appeared that SP had since transferred C's line successfully however the Ombudsman also required SP to ensure that C no had a fully operational service, and to provide C with an apology for the shortfall in customer service received.

### **24.2**

C stated that SP was supplying low connection speeds for Broadband and had misled C. The Ombudsman found no evidence of SP misleading C but found that SP had misadvised C in relation to the invoice aspect. She required SP to provide C an apology for poor service and reduce the outstanding balance by half as a goodwill gesture.

### **24.3**

C contacted SP with an issue of mis-selling. SP refuted C's claims and stated that an agreement was clearly accepted and signed.

The Ombudsman concluded that C is bound by the agreement entered into or liable for the early termination fee which applies when leaving the agreement early. The Ombudsman does not consider that any refund is warranted in this case as the contract has been clearly signed and accepted. There is no clear evidence of any mis-selling in this case.

Therefore, no further action is required from SP in this case.

## **25.0 Network Coverage**

### **25.1**

C experienced numerous problems with C's mobile due to SP's network coverage. C complained to SP as C did not believe C was receiving the service C was paying for. C also requested to cancel the contract. C sent a letter to SP and also emails however received no response. C then escalated the complaint and received a call from SP, and then a letter. C maintained that the customer service received was also poor. The Ombudsman found that C had made substantial usage on the account during the disputed period and that C then made no calls at all after a certain point. However the complaint had already been in progress two months. SP rejected C's claims and confirmed C was in a good coverage area. SP accepted that it did not deal with C's initial letter, but maintained that it had since responded to C and attempted to rectify C's problems, and that C was only interested in ending the contract. The Ombudsman found that the evidence provided was contrary to C's claims regarding service, coverage and also certain other customer service claims C had made. However SP was clear that C had received other shortfalls in customer service. Therefore the Ombudsman required SP to credit C's outstanding balance with a goodwill payment, and also a letter of apology. The Ombudsman saw no reason to say why C should not be liable for any remaining balance.

### **25.2**

C moved home. C's mobile phone network coverage in the area he had moved to was not as good as previously. C complained to the mobile phone service provider T. T stated that coverage in the area was good, and that local geographical conditions must be affecting the signal. T would not allow C to pay a reduced amount each month, as C had requested, but did offer to allow C to cancel the contract without penalty.

The Ombudsman examined T's Terms and Conditions and found that T did not guarantee full network coverage in all areas of the UK, and explained local factors may have an adverse effect on coverage. The Ombudsman decided that T did not have an obligation to reduce C's tariff, and thought T's offer to cancel the contract without penalty was fair. T was required to do this.

## **28.0 Payments**

### **28.1**

C contacted SP as an additional payment had been made and requested a refund. C added that a poor level of customer service was received. SP accepted a delay in sending out the refund and offered to re-send.

The Ombudsman was satisfied that SP has now addressed C's issue of not receiving the refund and that this would be received shortly. Therefore, SP was required to send C the refund as requested and offer an additional goodwill credit of one month's fee service along with a letter of apology.

## **31.0 Reconnection**

### **31.1**

C, a small business, had been a customer of SP for some time and was moving premises. C notified SP in good time which said that all the necessary arrangements would be made. There were problems with the installations which resulted in a two week delay during which time C had no access to a landline to make or receive calls. C asked SP to divert the calls but SP failed to do this on a number of occasions. SP did not keep C fully up to date with what was happening and did not contact C to check on progress.

The Ombudsman concluded that the standard of customer service received by C was poor and that SP had not been pro active enough in resolving the problems. The Ombudsman decided that C should be able to cancel the contract with SP as all confidence had been lost and SP should make a sustainable goodwill gesture.

## **34.0 Service Transfer**

### **34.1**

C transferred to SP but experienced service disruptions. SP investigated and reported variously that the fault lay with the line, the exchange and C's equipment. SP later offered to waive the Termination fee, as C had requested.

The Ombudsman considered the proposal by SP was appropriate, but she required an apology and goodwill payment in recognition for the delay and additional cost from fruitless engineer's visits.

## **36.0 Tariffs**

### **36.1**

C disputed with SP the tariff that C took out several years ago, which C believed to have upgraded more recently. C claimed to have 300 inclusive minutes on the account, however SP maintained it was only 200. C made many complaints to SP regarding this matter and was unhappy with SP's responses. The matter reached deadlock. The Ombudsman found that parts of this complaint was outside of her remit for investigation however from the complaint that she could investigate, she could find no evidence to suggest that C had a tariff of 300 inclusive minutes and was satisfied that SP had fully addressed and responded in detail to C's complaints. The Ombudsman noted SP's generous offer to C of terminating the contract without penalty whilst allowing C to retain the handset and the Ombudsman required SP to retain this offer to C and for C to give this serious consideration.

### **36.2**

C accepted a tariff upgrade from SP however SP could not transfer this due to errors in its systems, therefore C did not benefit from the agreed tariff and was overcharged. C made numerous complaints to SP including telephone, email and written contacts about this and eventually SP agreed to refund all overcharging and also offered an extra goodwill payment as a remedy, however C remained unhappy. The Ombudsman found that this matter arose as a result of SP not being able to transfer C's tariff initially however she was satisfied that it had tried to action this as quickly as possible, and that it had adequately covered any overcharging C had made and also proposed fair and reasonable recompense to C for the cost, and inconvenience caused as a further gesture of goodwill. The Ombudsman therefore required SP to retain this offer and also increase it slightly due to adequately cover any phone costs incurred by C, and also to ensure that C was now on the correct tariff and being charged correctly, and also to provide C with a detailed breakdown of the account to date.