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## **1.0 Auto Diallers**

### **1.1**

C subscribed to SP's telephone service. C was subsequently charged for a considerable number of PRS calls, which C claimed C had not made. SP agreed to waive the profit SP had made from the calls, but refused to clear the remaining charges.

The Ombudsman was of the opinion that C as responsible for the security of any equipment C had connected to the line, and therefore was responsible for any calls made. SP's offer was considered generous, and the company was not required to take any further action.

## **2.0 Billing**

### **2.1**

C was late paying for telephone and TV services as C was in hospital. SP restricted the services for non payment. C made a part payment and disputed charges for the services C had not received. SP agreed a goodwill credit and a payment plan with C for the agreed balance. C made the first payment but SP would not accept the second payment as it did not agree with the balance on the account. SP had not applied the credit as promised. SP referred the account to a debt collection agency.

SP agreed to clear the balance on the account. The Ombudsman considered that there had been a number of shortfalls in the customer service causing distress and anxiety to C. The Ombudsman therefore required an additional goodwill payment and a letter of apology.

### **2.2**

C had requested cancellation of SP's broadband service. The cancellation had not gone through and C had continued to be billed for the service. The Migration Authorisation Code (MAC) which had been provided at C's request had been ineffective as a loop on the line had prevented the transfer of broadband services to another supplier. SP had continued to bill C for the service while the problems had remained unresolved and, when C had refused to pay, had passed the matter to a Debt Collection Agency. C wanted his services and debt cancelled and payment for the delay and inconvenience suffered.

The Ombudsman found that C had been within C's rights to cancel and could see no justification for SP to continue to bill C for the service or referring the matter to a Debt Collection Agency. In its response to the complaint to the Ombudsman, SP confirmed that it had terminated the service and cancelled any money due. However, the Ombudsman also required SP to send C a formal apology with a

goodwill payment in recognition of the delays, its failure of customer service and the inconvenience and expense incurred by C.

### **2.3**

C made monthly payments off C's account to SP via a Credit Card, but then C decided not to use this anymore and set up an alternative Direct Debit payment method. However, C found that this had not been set up correctly and that C's outstanding balance had increased. C then received several demands from SP for high outstanding balances and did not understand where these figures had come from. C complained to SP but to no avail.

The investigation found that C's high balance had come about as a result of returned payments to C's Credit Card. It was found that SP was not at fault for adding these charges back to the account (as they were clearly valid) but that it could have provided C with a response and explanation, particularly following C's complaint about the matter. In relation to the Direct Debit it was considered that SP made an error in setting this up and this led to the outstanding balance increasing again, as further payments were not made, and S had not disputed this. Therefore, it was proposed for SP to recall the account from its Debt Recovery Agency, apply a goodwill credit to the account, provide C with an apology for the shortfalls in customer service received and also confirm any remaining outstanding balance to C, and allow C to pay this off via a payment plan if necessary.

### **2.4**

C received a final bill from SP but queried the contents of this, such as the outstanding balance, the credits that had been applied and also the VAT. C complained to SP about these issues but received no responses or explanations. C then sent formal complaint letters, but again, received no response.

For investigation, SP provided details of C's billing and a detailed explanation of the charges and the queries C had raised. From this, the investigation was satisfied that SP had correctly billed C in its final bill. However, it was clear that SP had not responded to C's queries at any stage. This was considered to be a shortfall in customer service and, therefore, it was proposed for SP to provide C with a goodwill payment and apology.

### **2.5**

C agreed to transfer his service to the SP due to a cash incentive being offered within a promotion. However, due to an unexpected demand for the service, the transfer was delayed, and when it was transferred some time later, a systems error led to no bills being produced. At the time of the investigation the SP advised that this had still not been rectified but it was confirmed that it was working towards a solution.

It was concluded that avoidable delays had occurred and that C had failed to receive an acceptable level of customer service. Therefore, the SP was required to send a letter of apology, as well as ensuring that bills are sent out to C as soon as possible. The SP was also required to provide the promised cash back offer with C's first bills,

and to make a further goodwill payment in full consideration of the problems experienced.

## **2.6**

C received a letter from SP indicating that C was a business customer. C had never had service with SP for business or residential. C sent numerous letters and emails to SP but received no explanation or response. C requested an explanation and assurance that details had been removed from SP. SP said it had received a letter from C asking about a business product. SP therefore set up a dummy account and sent a letter of information to C. SP said it had now removed C's details from its mailing list and sent a letter of apology to C.

After review of the information provided the Ombudsman concluded that C had not sent a letter to SP asking about a business product. The records provided showed that the account has been set up a few years previously but was inactive. SP had then received letters from C querying the letter received about the business product but initially SP thought C was asking for information. The Ombudsman surmised that the account was set up in error a few years earlier at an incorrect address. Once this was realised the order for service was cancelled but in error the account stayed active. This resulted in C receiving the letter from SP. In recognition of C's postal costs the Ombudsman required SP to award a nominal goodwill payment and send a further letter confirming that C's details had been removed from its records.

## **2.7**

C requested a change of a package plan to one that included a broadband service. SP recorded incorrect bank details and as a result C incurred a bank charge. C called SP about this but was unhappy with the delays in making contact and the manner in which Advisors dealt with C. C then incurred further bank charges for payments that were due to SP and sent letters of complaint to SP about these. SP did not reply to C's letters so C complained to the Ombudsman.

The Ombudsman decided that the first bank charge C had incurred had come about as a result of an error on the part of SP but other charges were due to C not having sufficient funds in the account to meet billing. The Ombudsman directed SP to refund C with the first bank charge.

SP accepted that C may have had difficulties in contacting it and this was due to its high demand for its services. It also accepted that it had failed to respond to correspondence it received from C.

The Ombudsman was satisfied that there had been shortfalls in customer service on the part of SP and in recognition of these and directed SP to make a goodwill gesture to C and to send C a letter of apology.

## **2.8**

C arranged for SP to take payments from C's bank by Direct Debit on a certain date. One month, SP took a payment early. C therefore incurred a bank charge. SP agreed to reimburse C, and applied a credit to C's account. C was no happy that SP

had not made the payment directly to C, and therefore asked SP to cancel C's contract without penalty. SP agreed. C did not agree with the final amount demanded.

The Ombudsman was satisfied that by allowing C to cancel the contract without penalty, SP had provided a satisfactory resolution to the complaint. It was decided that C owed the final amount demanded. No further action was required.

## **3.0 Broadband**

### **3.1**

C decided to change suppliers and asked SP for a MAC. C did not receive the code and so chased SP. The MAC was issued. C requested cancellation of the service but this was not done for some months as the MAC had not been used and the service was still active with SP. C complained and restated that SP was to cancel the service. C cancelled a Direct Debit instruction. SP stated the code had not been used and was not necessary anyway to transfer the service. It could not cancel the service as there was an outstanding amount applied for the ongoing service. SP passed the debt to a debt collection agency.

The Ombudsman considered that there was a discrepancy with the dates of the initial request but there had been a delay of at least a month. As the MAC was only valid for 30 days SP was to take some responsibility for the failure of the service to transfer. The delay had caused the account to remain active and incur further charges. SP was required to clear the charges to the account and notify the debt collection agency of this. C's credit rating was to be restored to that of the pre-complaint status. SP was to write a letter of apology, make a goodwill payment and send a final statement of account showing a nil balance.

### **3.2**

C decided to upgrade the broadband service with SP, but this led to a loss of service for over two weeks. C wrote letters to SP to complain, but only received one reply.

The Ombudsman concluded that C had received a shortfall in customer care and required SP to apply a goodwill credit to C's account.

### **3.3**

C lost the broadband service and complained to the internet service provider SP. There was a delay before the service was resumed, but it was discovered that the original loss of the service was caused by C's line rental provider. C was offered some recompense by SP, but this was declined by C.

The Ombudsman concluded that SP could not be held responsible for most of C's loss of service, but there was some evidence of a shortfall in customer care. Therefore, SP was required to apply a goodwill credit to C's account and send C a letter of apology.

### **3.4**

C transferred their telephone services but was unhappy that the SP continued to provide the broadband service. It was concluded that the SP had acted correctly and that it was justified to apply charges for the service it subsequently provided. However, this was disputed by the SP, while C outlined that the charges for the broadband service had increased since this time. On review the SP outlined that the Terms and Conditions outlined that a stand alone broadband service would be provided at an increased price, while it was concluded that these charges were also correct.

However, it was apparent that some poor customer service had been provided surrounding a promised MAC. Therefore, the SP was required to provide a letter of apology, make a goodwill credit to the account, ensure all charges were cancelled from the date the broadband service stopped, provide a full written breakdown of all charges, and ensure a MAC was provided.

### **3.5**

C signed up for SP's broadband service. C could not access the service. C reported the problems to SP. SP stated that the problems lay with C's computer, and advised C to contact the manufacturer.

The Ombudsman concluded that the evidence suggested that the problem did not lie with C's computer, and that SP had given poor advice to C. SP was therefore required to cancel C's contract without penalty, refund all payments made and make a payment to C as a goodwill gesture to recognise its inability to assist with the connection problems C experienced.

### **3.6**

C subscribed to SP's broadband service. C was unable to use it. C called SP for assistance. SP was unable to help C connect. C therefore asked SP to issue a Migration Authorisation Code to allow C to transfer to another service provider. SP initially refused to supply one. SP then did agree, but C's new provider failed to use it. SP therefore cancelled C's service and agreed to refund all broadband charges.

The Ombudsman was of the opinion that as SP was unable to provide broadband service, it was appropriate to refund all payments made. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience caused because C was without broadband for several months and because of some instances of poor customer service, particularly when SP refused to supply a MAC. It was accepted that SP could not be blamed for the new provider not using the MAC that was issued, so no action was required in recognition of this aspect of the complaint.

### **3.7**

C ordered broadband through SP but cancelled as states broadband never worked. C is disputing the cancellation fee. C unhappy as unanswered correspondence.

SP states the monies owed are not for a cancellation fee but for monies owed when the service was active.

The Ombudsman required a letter of apology be sent to C and awarded a goodwill gesture. Also that a letter be sent to C explaining what the monies owed are for.

### **3.8**

C's broadband connection failed. C contacted SP but the issue remained unresolved and C eventually cancelled the service and transferred to another provider. However, C's new provider explained it was unable to provide broadband due to a fault on C's line. C's line was checked and it was established new wiring into C's property was required for which C would be charged. C disputed this.

The Ombudsman noted that the reasons for the failure of C's broadband connection were unclear. However, the Ombudsman considered SP may not have satisfactorily investigated the problem and failed to provide a refund of the broadband charges it had agreed to provide. It was accepted that SP was not obliged to provide C with broadband. SP was required to send a letter of apology, provide a payment as a gesture of goodwill and contact C to confirm whether it would be able to re-provision broadband.

### **3.9**

C complained to the SP after it charged for an engineer to install a broadband service and then failed to make it work. This was due to the engineer failing to recognise the correct IP address, and despite a number of telephone calls and letters being sent by C, the SP failed to make any further contact. Therefore C decided to cancel the broadband service, and on review the SP decided to cancel all service charges. C remained unhappy about the engineer's charges and the unexpected cost for an adaptor which was not used. C requested a refund, but the SP again failed to contact. During this time C's telephone service was also restricted despite there being a number of pending broadband credits. The SP quickly ensured this was restored, but then applied late payment charges and reconnection fees.

After reviewing this matter it was concluded that the engineer had failed to provide a working broadband service with due care, and that the charges for the visit and the adaptor should therefore be refunded. It was also concluded that a poor level of customer service was provided, and a goodwill credit and a letter of apology was required in response to this issue. The SP was also required to ensure the incorrect reconnection and late payment fees were refunded to the account.

### **3.10**

C agreed to service with SP including broadband. C said that broadband did not work and so requested cancellation. C said continued to receive bills from SP which C disputed. C lost service for twenty days and requested compensation. SP said that C reported two faults with broadband, one prior to activation. SP however agreed to

cancel the service without penalty. C's landline was then suspended due to non-payment. C requested cancellation and the number were released to the new provider. SP said in error that C had continued to be billed but that the account balance was cleared.

The Ombudsman said that C had not given SP the opportunity to resolve the broadband problem. However the cancellation without penalty was viewed as reasonable. The Ombudsman said that as C was suspended due to non-payment then SP was not liable to pay compensation. The Ombudsman was however concerned with service shortfalls and the fact that C paid a bill for a service no longer with SP. SP required to award a nominal goodwill payment and send C a letter of apology.

### **3.11**

C experienced a broadband fault which the Supplier stated had been resolved. C maintained it was sometime before the fault was resolved and it was only resolved after a visit from an independent IT engineer. The Supplier made a goodwill offer for the fault but C declined the offer. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman considered that the Supplier's goodwill offer for the fault was reasonable and it was required to fulfil its offer. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall that had occurred.

### **3.12**

C said that broadband with SP did not work. SP agreed to cancellation but C continued to receive bills. C sent letter to SP but received no response. SP said that C had not allowed it to complete diagnostic tests and so its cancellation without penalty was seen as an acceptable award. SP said C remained liable for the remaining outstanding balance.

The Ombudsman said that SP's cancellation without penalty was viewed as a reasonable award. The Ombudsman was however concerned with the fact that C continued to be billed for a service C no longer had and that SP had failed to respond to C's letter of complaint. The Ombudsman therefore required SP to remove the outstanding balance as goodwill and to send C a letter of apology

### **3.13**

C has connection problems with broadband and complained to the Supplier. The Supplier carried out diagnostics and discovered the problem was with C's router, which it did not support. C was advised to contact the router manufacturer. C experienced a poor level of customer service. The Supplier made a goodwill payment.

The Ombudsman was satisfied that the Supplier had tried to assist C in diagnosis of the fault. However, the Ombudsman required the Supplier to contact C to see if it could assist them any further. The Ombudsman was of the opinion that a shortfall in

customer service had occurred but was satisfied with the goodwill payment previously made by the Supplier. The Ombudsman required the Supplier to write a letter of apology.

### **3.14**

C complained that the supplier had failed to investigate a complaint over loss of broadband service and failed to respond to C. The supplier investigated and accepted that there had been poor customer service, with C not being kept informed, but that some updates should have come from third parties involved in service provision.

The Ombudsman considered the supplier should not have relied so much on the third parties and that there had generally been poor customer service for C, as the supplier had indicated. The supplier was required to make an apology and provide a goodwill payment.

### **3.15**

C ordered a broadband service with SP but then cancelled it before it went live. When C arranged broadband with a different SP it was unable to supply the service as the original SP had left a tag on the line. C encountered a lengthy wait before this was removed. During this time C made numerous calls to try and sort this problem out and sent letters which were not answered. It was considered that SP had provided poor customer service to C. SP had provided two small goodwill gestures to an account held by C but these were considered inadequate in the circumstances.

SP was required to provide a letter of apology, confirm in writing that its tag has now been removed from the line and demonstrate when the previous goodwill gesture credits were applied to C's account. In addition SP was required to provide a further goodwill gesture in the form of a cheque.

### **3.16**

C complained that after taking a broadband service with SP the email service would not work properly and that after many calls to SP's technical assistance lines (at great expense) the problem continued. It was noted that three different passwords had been provided for C's account (which was used in configuring the email service). This was considered poor customer service as was the fact that the technical assistance provided had not resolved matters. Due to issues with the password C was also unable to log into SP's website which provided various services. It was considered disappointing that after a very lengthy period SP had failed to resolve matters for C and did not appear to have followed matters up efficiently. SP had also failed to comment on various statements that C had made and this was again considered poor customer service.

SP was required to provide a letter of apology, refund the cost of calls made to its technical help lines (upon production of proof of this amount with copy phone bills), provide the contact details of a representative that is qualified to take ownership of this matter in order that contact could be regularly made to discuss progress in resolving matters and ensure that technical assistance was provided to resolve all

reported issues in order that C could fully enjoy the broadband service. SP was also required to refund 50% of all broadband costs on C's account until this matter was resolved and provide a small goodwill gesture.

### **3.17**

C experienced a loss of service. SP accepted that a loss of service was experienced and offered its normal level of compensation. SP offered a goodwill gesture payment to address the lack of replies to C's contacts.

SP was required to make a goodwill gesture payment to C, apply its normal compensation rates for loss of service and send a letter of apology for the service shortfalls highlighted in the report

### **3.18**

C had agreed to SP's broadband service but then decided not to continue with it and stay with C's initial provider. However, despite C's cancellation request, SP continued to charge C for the service and also disconnected the service so that C was unable to use it. C complained about this to SP on several occasions but when a response was eventually received, C remained unhappy with it.

SP provided the investigation with an explanation as to why the service had been disconnected. It was found that C's cancellation request had been made at the same time as the account and service had been due to be upgraded. This is what caused the problems. SP also acknowledged that its systems failed to disconnect the account anyway and also that it failed to respond to all of C's correspondence. In this instance, the investigation was satisfied that C had received poor levels of customer service from SP. However, it was also considered that the goodwill credits already applied and proposed were fair and reasonable recompense for this. Therefore, SP's previous offer was retained as well as confirming the account closure with a zero balance, an apology, and also confirmation that C's credit file had not been affected as a result. No consideration was given to C's solicitor's costs.

### **3.19**

C complained that SP did not provide the service that was agreed. SP provided a service, but when C returned a piece of equipment, it maintained the service at a lower tariff. C considered the contract should be void, but maintained usage of the service.

The Ombudsman considered both parties were responsible; SP had not adequately confirmed changes, but C had accepted them by virtue of continuing to pay for the service, not requesting termination and not requesting new hardware after they bought their own. SP was required to reduce the minimum term of C's contract.

### **3.20**

C ordered broadband from SP. C's previous provider disconnected the service early and C requested SP to connect before the 'go live' date. SP was unable to do this

and there was a delay in connecting for a further week. C then had difficulties with the connection and was receiving slow speeds. C complained, by telephone, email and letter but received no reply. C wrote to Customer Liaison and requested compensation. SP sent a deadlock letter and C complained to Otelo.

The Ombudsman considered there had been shortfalls in the customer service provided by SP but was unable to accept the amount of C's claim for compensation. The Ombudsman required SP to provide a small goodwill refund cheque to compensate C for the poor customer service and to provide a goodwill credit to cover the disconnection fee for the broadband service.

## **5.0 Cancellation**

### **5.1**

C cancelled broadband with SP but was unable to apply for service elsewhere as SP failed to remove the broadband marker for five months. SP said that the marker had now been removed.

The Ombudsman was concerned that SP failed to remove the broadband marker within an acceptable time frame and this was viewed as poor customer service. The Ombudsman required SP to award a nominal goodwill payment and send C a letter of apology.

### **5.2**

C cancelled their account with the Supplier within the cooling off period. The Supplier failed to cancel the account and C incurred charges. The Supplier then cancelled the account but it was reactivated against. C experienced a poor level of customer service. The Supplier confirmed the account had now been closed and was clear of charges.

The Ombudsman was concerned by the Supplier's actions. The Ombudsman was without doubt that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

### **5.3**

C had initially requested a broadband service from SP but as this could not be provisioned successfully, C decided to cancel the order and use the services of an alternative supplier. However, as SP retained its marker on C's line, C was unable to do so. C complained to SP about this and although SP advised action would be taken, it was not and the marker was not removed for several months.

SP confirmed for investigation that it had since removed the marker from C's line and therefore it was proposed that SP confirmed this in writing to C. However, the investigation also found that C had received poor levels of customer service from SP due to the delays in auctioning C's request. Therefore, it was also proposed for SP to provide C with a goodwill payment and sincere apology.

## **5.4**

C said had called SP to cancel new contract within the seven day cooling off period. SP refused to cancel without penalty. SP said that C should have been allowed to cancel without penalty.

The Ombudsman was concerned that SP failed to cancel without penalty within the cooling off period. The Ombudsman was also concerned with service shortfalls that C had received. The Ombudsman required SP to cancel the service without penalty and award a nominal goodwill payment in recognition of call and postage costs.

## **8.0 Customer Service**

### **8.1**

C did not cancel a dial up account when upgrading to a broadband account. Charges on the dial up account continued to be collected until C realised this was the case and cancelled the Direct Debit. When this was investigated by SP it cleared the charges collected since the upgrade and agreed a refund. SP was slow in providing the refund but as it did not have to agree to the refund or to clearing the charges it was not required to provide any further goodwill gestures. There was confusion as to whether or not it had provided the refund as the case file showed that the cheque had been requested but there was no confirmation that it had been sent.

SP was required to provide confirmation that cheque had been provided and cashed or provide a replacement and to apologise for the delays experienced.

### **8.2**

C complained that C had requested for details to be removed from SP's marketing database but SP failed to do this. C complained to SP but received no resolution.

The Ombudsman said that C had received a shortfall in customer service from SP. SP to send C a letter of apology.

### **8.3**

C cancelled the order with SP due to customer service issues. SP failed to action C's request causing C to raise a complaint against the company. C transferred to another SP however SP again transferred the services to its provision without authorisation. The Ombudsman concludes this service failure that caused C inconvenience, and costs. In summary the Ombudsman requires SP to make a goodwill gesture in recognition of the customer services issues raised and costs C incurred and issue a formal letter of apology, providing an assurance that C will not be contacted again.

## **8.4**

C's details were issued in telephone directories after a contract was taken with SP. As C had previously been employed in an industry that could be considered sensitive, it had always been C's practice to go ex-directory. It was accepted on the balance of probabilities that C would have asked to remain ex-directory. It was accepted that as the directory had been published there was little that SP could do to alter the situation with physical directories but it was felt that steps could be taken to amend directories maintained on the internet. SP had taken certain steps following the original complaint made by C and these steps were taken into consideration when making proposals to the Ombudsman in relation to the remedy in this case. It was also found that there had been poor customer service in this case in that letters sent to SP by C had not all been answered.

SP was required to provide a letter of apology, confirm that any internet directories including C's details had been amended to ensure the removal of these details, confirm that arrangements have been made to ensure that C's details would not be included in following editions of the telephone directory, confirm that C would be allowed to cancel the account without penalty if C so wished and to provide a goodwill gesture to reflect the poor customer service and inconvenience caused.

## **8.5**

C claimed that a faulty handset was returned to SP but SP failed to issue a replacement. C contacted SP on many occasions but, despite promises, SP failed to issue a new handset and failed to return calls. C asked to cancel the contract and SP agreed. However, SP then refused to cancel because of a call made by C in error using the SIM in an old handset. C sent a letter of complaint but C complained that SP failed to escalate the complaint.

The Ombudsman noted that C had used the service for a time but it was clear that the use ceased when cancellation was requested. SP could not provide any evidence that a new handset had been issued, despite claims that it had. In addition, SP could not demonstrate that calls had been returned or that it had made a reasonable effort to resolve C's complaint. The Ombudsman required SP to issue a letter of apology, cancel the contract without charge, refund the payments made after C stopped using the service, and issue a goodwill payment.

## **10.0 Directory Listing**

### **10.1**

C complained that the ex directory number allocated to C had been listed in the telephone directory under the previous owners name. C was receiving calls for the previous owner and required SP to provide a new number and to guarantee the number had not been in a directory. SP offered a change of number free of charge but was unable to guarantee that it had not been used before in a directory. SP advised that this was not possible due to the shortage of numbers. C was not satisfied and withheld payment of the bill. SP restricted C's line. C complained to Otel.

The Ombudsman accepted that SP was unable to guarantee a number had not been previously used and that it could not be required to do so. The Ombudsman considered that C had no grounds to withhold payment and would need to clear the outstanding balance on the account to restore the telephone service. The Ombudsman did not require SP to take any further action.

## **12.0 Disputed Charges**

### **12.1**

C had several issues with the Supplier and cancelled their Direct Debit in order to communicate with the company. The Supplier barred C's services due to the outstanding account balance. C experienced delays before the supplier responded to their complaint about disputed international charges. C complained that they continued to incur service charges despite their service being barred. The Supplier stated that in line with its Terms and Conditions, charges would continue to be incurred if a handset is barred whilst in a minimum term contract. C experienced a poor level of customer service.

The Ombudsman was of the opinion that the Supplier had followed its collections process prior to barring the handset. The Ombudsman considered that the Supplier had correctly added the charges to C's account. However, the Ombudsman found that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

### **12.2**

C incurred roaming charges whilst abroad and complained to the Supplier. The Supplier stated that the charges were clearly details on its website. The Supplier offered C a reduction in the bill as a gesture of goodwill.

The Ombudsman was of the opinion that the roaming charges had been added to C's account correctly. Therefore, the Ombudsman considered the Supplier's goodwill offer to be reasonable. The Supplier was required to fulfil its goodwill offer and C was to remain responsible for the outstanding account balance.

### **12.3**

C complained to the SP about incorrect call charges as their calls failed to be correctly routed through the network. The SP explained that this was due to an ongoing problem with the line provider, although it was clear that the SP had failed to take control of this matter, or provide a regular update to C. It was also clear that a number of letters failed to receive any response, with C receiving incorrect advice when calling C, and the SP's advisors failing to take all necessary action.

In resolution the SP was required to send a letter of apology, make a goodwill credit to the account, provide a full written breakdown of the new account balance, fully

explaining how the charges/credits had been calculated. The SP was also required to ensure any adverse credit information was removed.

#### **12.4**

C received bills from SP despite having no account. SP advised the Ombudsman that the account was valid as C was its customer. The Ombudsman was of the opinion that confusion was caused due to SP re-branding after it was taken over by another SP.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment to C, to provide assurance that any amounts outstanding had been cleared, account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

#### **12.5**

C disputed bills with SP for roaming charges and other calls. C remained dissatisfied with SP's responses and became confused with the bills and reminders received. C requested a full explanation, an apology and goodwill for the inconvenience caused. SP said that roaming charges were correct and it was explained to C how the charges are billed. SP said that C had been charged for some off peak calls in error and a credit had been raised.

The Ombudsman said that after review of the information provided there was no evidence to suggest that the roaming charges were incorrect and SP had provided C with the correct explanation as to how roaming charges were billed. The Ombudsman was however concerned that C had been charged in error for calls and that SP's responses did not provide a full explanation. As a resolution the Ombudsman required SP to provide C with a full breakdown and explanation of bills and refunds applied, award a nominal goodwill payment, send a letter of apology and ensure that C's credit rating had not been affected.

#### **12.6**

C received a bill from SP which contained unusually high call charges. C telephoned to complain. SP agreed to credit some of the charges but C disputed the amount. C wrote to complain and SP agreed a further credit. C wrote again and was offered a goodwill credit. C was still not happy with the amount and referred the complaint to Otelo.

SP investigated and identified further call credits which should have been applied. The Ombudsman was concerned that SP had failed to correctly calculate the amount of credit for the break out calls and required SP to credit the outstanding balance on the account as a gesture of goodwill to compensate C for the poor customer service.

#### **12.7**

C disputed a fee charged by SP due to a business plan. C said had never agreed to the call plan with SP and so disputed the fee raised. SP said that C had agreed to the business plan and so it maintained the fee as correct.

The Ombudsman said that there had been no evidence provided to show that C agreed to the business plan. The Ombudsman therefore said that as goodwill SP should remove the disputed fee.

### **12.8**

C reported that C's SIM card had been lost. SP placed a bar to prevent C's mobile phone from being used, but failed to send a replacement SIM. C eventually asked SP to reactivate the mobile. There was a delay, and C had to contact SP on several further occasions before the bar was lifted. C decided to lodge a complaint, and cancelled C's Direct Debit. SP therefore referred C's account to a debt collection company. C wanted SP to compensate C for SP's failure to send a replacement SIM and for the delays in reactivating the phone, as well as for SP to remove the adverse information from C's credit file. SP agreed to compensate C, but refused to remove the adverse information.

The Ombudsman agreed with C that SP had provided poor customer service on several occasions, but felt the amount offered was reasonable. The Ombudsman was of the opinion that SP was entitled to expect C to pay the amounts demanded after the mobile phone was reactivated, and as C had withheld payment, there was no reason to require SP to remove the adverse credit information.

### **12.9**

C agreed to SP's telephone services on the basis that SP charged less than C's previous provider. C subsequently discovered that SP was charging C more than C's previous provider. C asked SP to cancel the contract. SP agreed. However, SP then blocked all C's attempts to transfer to another provider. In its submission to the Ombudsman, SP accepted it had made several mistakes. It said it had now permitted C to transfer to another provider, and reduced the amount outstanding by the amount C's bills had gone up by.

The Ombudsman decided that the actions SP had proposed were appropriate, but required SP to reduce the amount owed further as a goodwill gesture to recognise the inconvenience caused because SP refused to allow C to transfer to another provider after informing C that this was possible.

### **12.10**

C disputed PRS charges on their bill and complained to the Supplier. The Supplier explained the numbers were for a competition line and no fault had occurred. Therefore, the Supplier maintained the charges.

The Ombudsman considered that the evidence indicated the PRS calls were generated from C's phone line. The Ombudsman required no further action to be taken by the Supplier and C remained responsible for the disputed charges.

### **12.11**

C cancelled their services with the Supplier but they continued to incur charges. The Supplier stated a system error had occurred which prevented the service being cancelled. C experienced a poor level of customer service. The Supplier offered to close the account and clear the outstanding account balance.

The Ombudsman accepted the Supplier's explanation for why C continued to be charged for a service after cancelling it. The Ombudsman welcomed the Supplier's offer to close the account and clear the outstanding balance. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. In addition to fulfilling its offer, the Supplier was also required to make a goodwill payment and write a letter of apology.

### **12.12**

C disputed charges for voicemail and call divert on bills from SP. SP continued to charge C for the services not requested. SP said that due to an error the services were not removed. SP proposed to refund C with all charges and award a nominal goodwill payment.

The Ombudsman said that the failure to remove the service and to keep charging C was viewed as a shortfall in customer service. The proposal to refund the charges and award the nominal goodwill payment were viewed as a reasonable award.

### **12.13**

SP failed to issue paper bills and took payments by Direct Debit without authorisation causing C to incur bank charges. The Ombudsman noted SP failed to provide an adequate level of customer service on this case and C experienced inconvenience and incurred costs when pursuing resolution.

In summary Ombudsman requires SP to recall the outstanding balance from the debt collection agency and ensure that C's credit history has not been adversely affected by its actions; make a goodwill gesture equivalent to the bank charges; make a goodwill credit equivalent to three months contract charges; reinstate the contract removing the early termination charges; maintain the outstanding balance on the account; and issue a letter of apology confirming the above actions have been completed.

### **12.14**

C called the SP after a number of international roaming charges were incurred whilst abroad. As a gesture of goodwill these were substantially reduced, although C complained that they failed to receive a copy of the Terms and Conditions highlighting that the data card wouldn't include calls made abroad, with the SP highlighting that these were included on the signed airtime agreement. C insisted on a full refund stating the SP had failed to apply an agreed credit limit, but the SP advised that one was not agreed and couldn't be guaranteed.

No further action was proposed.

### **12.15**

C disputed broadband charges and stated that they had never ordered the service. The Supplier made a goodwill payment but said C was to remain responsible for the charges. The Supplier provided connection logs which confirmed C had not used the service. C experienced a poor level of customer service.

The Ombudsman considered it probable that C had not ordered broadband as they had not used the service. Therefore, the Supplier was required to refund broadband charges. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

### **12.16**

C had a fault on the telephone line and requested an engineer's visit. The engineer replaced an extension box at C's home and C received a bill which C disputed. SP checked with BT that the repair was chargeable and maintained the charge. C wrote to complain that SP had only informed C that there would be a charge if it was C's own equipment. C had not expected this to include boxes and wiring. SP maintained the charge. C complained to Otelo.

The Ombudsman considered that SP was entitled to charge for the repair. SP's Terms and Conditions specified that SP was only responsible for the telephone line up to the outside of C's premises.

However, the Ombudsman recommended that SP made it clearer to customers requiring an engineer's visit that charges could include repairs to internal wiring and boxes to avoid any future misunderstanding. The Ombudsman therefore required a small goodwill credit in recognition of the shortfall in customer service.

### **12.17**

C complained of disputed usage on an account. SP investigated and found no reason to cancel the charges, concluding that all access had been made by C.

The Ombudsman could find no reason for the complaint to be upheld and agreed with SP's generous proposals for resolution: to reinstate the account and provide a credit to reduce the arrears by a considerable margin.

### **12.18**

C disputed giving the Supplier authorisation to transfer their services. The Supplier agreed to cancel the account without applying an early termination fee. C received a poor level of customer service.

The Ombudsman considered that C had not given the Supplier consent to transfer the service. The Supplier was required to fulfil its offer to cancel the account without penalty. The Ombudsman was of the opinion that a shortfall in customer service had

occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

### **12.19**

C disputed calls to 07744 numbers on bill with SP. C said that these calls should have been included in the monthly free minutes. C complained to Sp and SP offered 50% of the calls as goodwill but C remained dissatisfied. C requested a full refund and cancellation without penalty. SP said that the number disputed was for an international calling card company based in the Channel Islands and so as such were not to a UK mobile number. SP said it had charged C correctly but as goodwill it credited the account with 50% of the disputed calls.

The Ombudsman agreed that 07744 numbers were not UK mobile numbers and therefore SP had charged correctly. The onus was on C to check with Calling Card Company if the calls would be chargeable. C had made the calls and so therefore remained liable to pay SP. The Ombudsman could find no justification for cancellation without penalty or for SP to fully refund C. The Ombudsman required no further action and advised C to pursue complaint with Calling Card Company.

### **12.20**

C agreed to a broadband contract for a twelve month period. However, C's circumstances changed and C was unable to use the service and requested to cancel. SP applied an early termination fee to C's account, which C disputed.

The Ombudsman concluded that SP was required to refund the early termination fee, apply a small goodwill credit for failing to deal with a billing query, cancel C's contract and send C a final bill for payment. SP was also required to ensure the account has been cleared to zero and closed, once the final bill had been paid.

### **12.21**

C moved home. SP charged C for work done to activate the line at C's new home. C complained that no work was needed as there was already an active line at the new address. SP maintained that work had been carried out, and that therefore the charge was valid. C also complained that SP had charged a cancellation fee on C's previous line when C had been assured that this would not be done if C asked SP to provide services at the new address.

The Ombudsman was satisfied that SP had carried out work to activate C's line, and therefore SP was entitled to charge C for this. However, it was also decided that SP had broken its agreement not to charge a cancellation fee, and was therefore required to remove this charge from the account.

### **12.22**

C subscribed to SP's telephone and broadband services. There was a delay in SP setting up the broadband service. In protest, C refused to pay the telephone charges C had levied. SP therefore suspended C's services.

The Ombudsman was of the opinion that SP was entitled to expect C to pay for the telephone service C had received, and therefore it was entitled to suspend this service when C failed to make a payment. However, it was also decided that SP should make a payment to C to recognise the inconvenience C had been caused and costs C had incurred.

### **12.23**

C complained to SP and disputed calls on bill which had not been included in the previous months bill and call allowance. SP said that this was because the calls had been downloaded after the bill was produced. C remained unhappy and asked that the Ombudsman required SP to ensure that any minutes used within a month are billed for that month.

The Ombudsman said that all communication companies had a clause in the terms and conditions stating that some calls can be billed late. This was because SP had to wait to be billed by the call carrier before passing on the call costs to C. The Ombudsman had no jurisdiction with regard to the way SP billed its customers. The Ombudsman required no further action.

## **14.0 Faults (Equipment)**

### **14.1**

C's telephone line developed a fault. It took SP a few weeks to resolve the problem. SP offered compensation to C. C thought the offer was not adequate.

The Ombudsman accepted that there was a delay in SP resolving the problems C had experienced, and was also of the opinion that C had received poor customer service. However, SP's offer to resolve the complaint was considered generous, and SP was therefore required to implement it.

### **14.2**

C reported a fault on C's line and was provided with a provisional date for an engineer appointment; also C claimed C was advised by SP also that C would receive a call to bring this forward. Therefore, C did not book the day off work. However, C received no further call, but did receive contact to confirm the provisional date that was set, but as C had not booked the day off work, C could not meet this. C attempted to contact SP to arrange a further appointment but was unsuccessful. C then complained in writing to SP, but to no avail.

The investigation found that as C had been given a provisional date by SP, C should have taken actions to ensure this could be met. It was considered that SP had acted correctly by providing C with a provisional date, and then confirming this date with C prior to the actual appointment date. However, it was also apparent that C then continued to be without a service due to SP's lack of response and action to C's complaints. Therefore, it was proposed for SP to arrange a new appointment date

for works to be completed, provide C with a goodwill credit to cover the service charges incurred as a result of SP's delays and the poor service received, and also provide C with an apology.

## **15.0 Faults (Line)**

### **15.1**

C reported three faults on the telephone line throughout December 2006. SP repaired the faults and C requested compensation. SP applied compensation in line with its Customer Service Guarantee. C claimed additional costs for mobile phone charges, legal fees and inconvenience. SP would not meet C's claim but offered a goodwill gesture, which it then increased, to resolve the complaint. C did not accept and complained to Ombudsman's office.

The Ombudsman considered that SP had met its customer commitment in the guarantee. The Ombudsman would not accept a claim for legal expenses as C could have referred to the Ombudsman's office without incurring this charge. C did not provide any evidence to support the claim for mobile phone charges. The Ombudsman therefore required SP to provide a goodwill credit equal to its first offer to C in recognition of the shortfall in customer service and for the inconvenience caused.

### **15.2**

C reported several faults to the Supplier and stated the Supplier failed to rectify the faults. The Supplier explained that it attended the faults and C demanded the engineers leave, which meant the fault could not be fixed. C disputed the charge relating to an engineers visit. C wrote several letters to the Supplier which remained unanswered.

The Ombudsman considered that C had prevented the Supplier from resolving the fault. Therefore, C was to remain responsible for the engineer charges. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

### **15.3**

C experienced connection problems with a broadband service which also affected C's telephone service. C complained to SP about this and SP referred the fault to its line carrier. The line carrier cleared the fault but C maintained that the problem persisted. SP advised C to take the matter up with C's line carrier. However, C felt that the problems were being caused by SP and did not fully pursue the fault with C's line carrier. C with-held payment of charges and SP then initiated debt recovery action. C complained to the Ombudsman.

The Ombudsman noted that the terms and conditions of the agreement made it clear that SP could not be held responsible for faults of a third party (line carrier) and felt

that SP had done what was required of it in referring the matter to the line carrier and if C still had problems then C should complain to C's line carrier. However the Ombudsman directed that to assist C in taking such action, SP to provide a written statement to say that the fault did not lay with it.

The Ombudsman noted that aside from the broadband connection problems, there had been a shortfall in customer service in SP not fulfilling all promises of call-backs. In recognition of this she directed SP to make a small gesture of goodwill and send C a letter of apology.

#### **15.4**

C's landline telephone service developed a fault. C called SP to repair the fault. SP promptly repaired the fault. Several weeks later, C's telephone service developed another fault. C sent a letter to SP to report the fault. SP responded, advising C to call its Faults Department. C chose not to do this, and instead sent a further letter. SP tried to call C, but could not get through. SP therefore sent another letter to C to advise C to call the Faults Department. C did not do this.

The Ombudsman was of the opinion that SP was entitled to ask C to call its Fault Department to report the fault, as the company would need to ask C questions to diagnose the likely cause before it dispatched an engineer. No further action was required, but C was advised to call SP's Faults Department.

#### **15.5**

C reported a fault with the line an engineer attended and a re-pull was booked to replace the outside cable that was damaged. The re-pull was not completed and several more appointments were made. SP failed to complete the work for approximately nine months since the problem was first reported. The Ombudsman considers the customer service on this case was inadequate but accepts that SP has made goodwill gestures to the account in recognition of its failure.

In summary the Ombudsman requires SP to ensure the re-pull work is complete on C's line and to issue a formal letter of apology addressing the customer service issues raised and confirmation the work has been completed.

#### **15.6**

C reported a fault to SP, and SP arranged for an engineer to visit. C complained that although the engineer told C that C would not be charged for the work carried out, SP subsequently charged C for the work. SP stated that SP's internal wiring was faulty. As SP was not responsible for the maintenance of this wiring, it was entitled to charge C for repairing it.

The Ombudsman decided that the evidence suggested that C's equipment was faulty. There was no evidence to support C's claim that the engineer had led C to believe that the work would be carried out for free. SP was not required to take any further action.

## **16.0 Financial Loss**

### **16.1**

C requested services from SP but then C changed C's mind and asked for cancellation within the cooling-off period. SP failed to cancel the services and it was provisioned to C. C complained about this and despite SP promising to close the account and refund payments it delayed in doing this. C sought the services of a Solicitor to act on C's behalf in resolving the matter. The matter was resolved to C's satisfaction but C then wanted SP to meet the costs of employing a Solicitor. C refused to do this so C complained to the Ombudsman.

The Ombudsman commented that SP had a published Consumer Code of Practice which set out details of its complaint procedure and its membership of the Telecommunications Ombudsman Scheme (Otelco). The Code of Practice also gave information about other free independent agencies that a consumer may wish to work with. The Ombudsman came to the conclusion that there were other free alternatives open to C to pursue a complaint without incurring costs and therefore SP was not obliged to meet C's Solicitor's fees.

## **19.0 Installation**

### **19.1**

C complained that SP failed to supply a working service in a new house. C complained and SP stated the service was working. However, C discovered SP had allocated their service to a neighbor. It took SP another three months to connect C.

The Ombudsman concluded C had experienced poor customer service and required an allowance for C's mobile call divert, a goodwill payment and an apology for the delay, inconvenience and poor customer service.

### **19.2**

C advised SP of a house move but SP incorrectly recorded the new address. This resulted in the request having to be re-ordered and a significant delay in the provision of the line and a broadband service. In the interim period C purchased a mobile telephone to make telephone calls and sent SP many letters about the problems C was experiencing. Although SP did respond to a number of C's letters its response was limited and this caused further inconvenience to C. C wanted reimbursement of the costs incurred in purchasing the mobile telephone and for the calls C had made with it. SP refused to do this but did agree to apply a small credit to the account as a contribution towards the cost of calls. C refused this and complained to the Ombudsman.

The Ombudsman noted that SP's terms and conditions stated that it was not responsible for any indirect or consequential costs or loss and in the Ombudsman's opinion, as the use of the mobile was such a cost, SP had no requirement to reimburse C with the costs incurred.

However, the Ombudsman also noted that C was entitled to fixed rate compensation for the loss of the services and she directed SP to deal with this. It was clear that there were shortfalls in customer service in the manner in which SP had responded to C's complaints. To address this she directed SP to make a further goodwill gesture and to send C a letter of apology.

### **19.3**

SP provisioned services to C but shortly afterwards C experienced a loss of service. C complained to SP about this and when SP did not rectify the fault within a reasonable time, C transferred to another service provider. SP continued to send C billing which C disputed. C complained to the Ombudsman.

The Ombudsman concluded that C was responsible for charges applied to the account up to the point when the transfer completed. SP advised C that it was prepared to refund all payments made since that date and she directed it to do this.

The Ombudsman also noted that there had been shortfalls in customer service on the part of SP. SP had not provided promised call-backs, had not fully disconnected the account and had not responded to all of C's correspondence. These shortfalls had caused inconvenience to C. Therefore, the Ombudsman directed SP to make a goodwill gesture to C and to send C a letter of apology.

### **19.4**

C requested a broadband service from SP and SP confirmed the order. However, delays on the part of a third party Network provider caused the order to be cancelled as C's service were provided by a fibre optic cable situated in a roadside cabinet and not in the local exchange. C wanted considerable compensation for the three weeks loss of service but SP refused to meet the request and offered a smaller amount of compensation. C complained to the Ombudsman.

The Ombudsman commented that under the terms and conditions of the agreement the only requirement was for SP to meet fixed rate compensation and the offer it had made to C was considerably more than this. She concluded that the goodwill gesture SP had offered had been fair and reasonable in the circumstances and other than renewing this, SP need not take any further action.

## **22.0 Internet Connection**

### **22.1**

C ordered a broadband service but experienced connectivity issues and complained to SP about them. SP advised C that it was unable to support a wireless router C was using to connect to the service and that C must use the Modem it had supplied. C asked for cancellation of the contract and SP applied an early termination fee. C complained to the Ombudsman.

The Ombudsman commented that the evidence did not show that SP had supplied C with a Modem so C was unable to carry out trouble-shooting with SP. SP had therefore not taken sufficient action to resolve the technical issue and on this basis, C should be allowed to cancel the contract without incurring an early termination fee.

## **34.0 Service Transfer**

### **34.1**

C complained to the SP about cancellation charge applied when moving service to a new property. Clearly this was in contradiction to the advice C received prior to the move, with the SP providing assurances that the charge would be cancelled. This failed to happen in error, with the full amount being taken by Direct Debit. A successful indemnity claim was made, but this was followed by a further charge being raised. C requested cancellation of the account, but the SP stated this would involve a termination fee, in line with Terms and Conditions.

It was concluded that the SP had failed to take the necessary corrective action when C moved property, and that its advisors failed to provide an adequate level of customer service. Therefore, the SP was required to send a letter of apology, cancel the account from the date of suspension without penalty. It was also required to make a goodwill credit to the account and provide a final bill. If this resulted in a credit balance, then this was to be refunded.

### **34.2**

C was a customer of SP and moved house, taking all services with C. However, C then started to receive line rental bills only, and C was not charged for C's calls by SP. C complained to SP about this but the matter was not resolved. This went on for several months and although C wrote letters to SP, no further action was taken.

For investigation, SP acknowledged that it was its own error that caused this problem and maintained that since the investigation referral, it had taken steps to rectify the matter. The investigation welcomed this information and belated action but was of the opinion that this action should have been taken at a much earlier stage. It was considered that C had received poor levels of customer service from SP in this instance. Therefore it was proposed for SP to ensure and confirm in writing to C that the problem was now rectified, and provide C with a goodwill credit and apology.

### **34.3**

C initially decided to transfer C's mobile number to a new provider. C asked SP for a Port Authorisation Code (PAC) to enable C to do this. SP failed to issue a PAC and instead disconnected C's service. SP then made an offer to SP to upgrade C's contract. C accepted this offer. There was a delay in SP issuing the new handset, and when C received it, it was faulty. SP sent a replacement, and made C an offer to C as a gesture of goodwill. There was a delay in SP paying the amount offered to C. SP then reactivated a dormant Direct Debit instruction without authorisation, and started taking payments.

The Ombudsman accepted that C had experienced a number of problems, but was of the opinion that the amount SP had paid to C was generous, and more than recognised the problems caused. No further action was required.

#### **34.4**

C complained to SP about levying the charge for an engineer. SP maintained this charge due to the fault being inside C's premises. C also complained that SP transferred back the Carrier Pre-select Service for the calls and did not respond to C's letters. The Ombudsman found that the charge for the engineer visit was valid as the line provider confirmed the charge as valid. C was found to have given SP no notice for the transfer SP transferred the CPS back thinking it may have been an error. The Ombudsman required SP to provide C an apology and a goodwill payment for not responding to C's letter.