

Table of Contents

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

1.0 Auto Diallers

1.1

C received billing which showed International call charges to Tuvalu. C had not made the calls hence C disputed them with SP. SP investigated C's claims and came to the conclusion that they had come about as the result of a rogue dialler being downloaded into C's computer. SP told C that SP was merely responsible for providing C with a line and it was C's responsibility to ensure that any equipment attached to the line was adequately protected. C refused to accept SP's explanations and complained to the Ombudsman.

The Ombudsman came to the conclusion that she believed that the calls had been generated by a rogue dialler that had been downloaded into C's computer attached to the line. C should have taken appropriate security measures to protect the equipment. SP was right to maintain the charges and C was responsible for them.

The Ombudsman also drew to C's attention the Government website on Internet security which C may find useful. This can be found on the website address www.getsafeonline.org.uk

The Ombudsman could find no wrong-doing on the part of SP.

2.0 Billing

2.1

C contacted SP with issues relating to disputed charges, cancellation, credit rating and poor customer service. SP acknowledged that an error had occurred and offered to clear the remaining balance.

Therefore, keeping in mind the refund already applied by SP, the company was required to offer C a additional goodwill gesture payment, by cheque, send a full written apology, confirm in writing to 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 confirm that the account is closed with a nil balance.

2.2

C contacted SP with issues relating to billing, incorrect charges, and poor customer service. SP accepted that C had been incorrectly charged and that a refund was actioned.

The Ombudsman was satisfied that C has been inconvenienced in receiving incorrect billing charges and in the attempts to resolve the complaint.

Therefore, SP was required to send C confirmation that the account is fully closed with a nil balance, in writing, along with a full written apology. SP should send C a goodwill gesture payment for the overall poor experiences to date; as well as confirm that the account is fully closed and that no adverse information has been passed to any credit reference agency as a result of this episode.

2.3

C contacted SP with issues relating to disputed accounts, charges and poor customer service.

SP stated that an outstanding balance remained on the account, but that it was in C's family members' name.

The Ombudsman concluded from the evidence provided that C has been inconvenienced with regards being sent invoices for a debt which C is clearly not accountable for. The Ombudsman also recognises that SP is warranted in chasing for a debt which has been raised by C's family member at the same address. C had made attempts to resolve the issues with SP and has not received an adequate response from the company.

Therefore, SP was required to send C a goodwill gesture payment, by cheque, for the overall poor experiences, send a full written apology and confirmation that no adverse information should remain on record, resulting from the subject matter of the complaint or has been passed to any credit reference agency.

The Ombudsman recommended that C provides SP with proof of the residency to enable SP to stop sending invoices.

2.4

C had an account with SP and as C was planning to go abroad C asked a relative to send SP a letter asking for C's account to be cancelled. The relative did this and C went abroad believing that the account had been closed.

C's relative then received billing from SP for C's account. C's relative contacted SP by telephone and in writing and explained that the account should have been closed. SP acknowledged C's letter and subsequently sent a response to further letters it received that due to the Data Protection Act it was unable to discuss any aspects of C's account with the relative.

The Ombudsman noted that the terms and conditions of the contract said that services could be terminated on written notice from the customer. C had never actually done this, nor had C given written permission for C's relative to act on C's behalf in dealings with SP. SP could not for legal reasons, divulge information about C to a third party.

The Ombudsman did however note that SP had sent a letter to C advising C that the account would be cancelled (on a later date), and despite the irregularities SP should

have adhered to this decision. The Ombudsman decided that SP should ensure that charges applied to this account are either withdrawn or credited and that any credit on the account at the time of closure should be realised into a monetary payment to C.

The Ombudsman also welcomed an offer made by SP to make a small goodwill gesture to C's relative to cover the costs of telephone calls and letters that had been sent about the account. The Ombudsman concluded that SP should maintain this offer.

2.5

C complained to the SP over the billing of its mobile contract. C highlighted that the mobile was sometimes connected to the internet, but disputed some of the times the service was accessed, and complained that the SP had not providing the full inclusive usage on his contract. This situation had led to bills that C had disputed over a lengthy period, with C also complaining of poor customer service.

The Ombudsman concluded from the SP's own notes that some billing errors may have occurred. She also highlighted some poor customer service had been demonstrated and concluded that C could not be held fully responsible for the outstanding balance. In resolution the Ombudsman required the SP to send a letter of apology, review the account and correct any charging errors, provide a clear analysis of the usage/billing, reduce the outstanding balance by 50% as a goodwill gesture.

2.6

C contacted SP with issue relating to disputed payments, Direct Debits and poor customer service. SP maintained that the charges were correctly raised and that the Direct Debit was cancelled after an indemnity claim was made. SP accepted a delay in responding to C's letters of complaint.

The Ombudsman was satisfied that C has set up the SP account, online, legitimately and taken advantage of a credit offered. SP also applied a goodwill gesture credit. However, there has been a delay in responding to C's correspondence by SP.

Therefore, the Ombudsman believed that the best way forward with this case is for SP to clear the remaining disputed amount on C's account as a goodwill gesture, confirm that the account is closed, clarify in writing 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. SP should also contact its debt collection agents and recall any debt remaining and ensure that no further billing is sent relating to this disputed payment.

2.7

C contacted T as charges had appeared on billing of which was disputed. C added that a poor response was received. T stated that the call charges were correct and related to a rouge dialler.

The Ombudsman could find any evidence of wrong doing by T and that the call charges raised are correct and should be met by C. There is no evidence of any service shortfall in this case.

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

3.0 Broadband

3.1

C was unable to connect to SP's broadband. SP sent two modems but these did not work. C bought own modem and was able to connect. C requested cancellation and SP says that this was actioned. C requested compensation and a refund of his expenses but SP said it was not liable to refund C. C sent letters to SP but did not receive a response.

The Ombudsman said that C had received poor customer service from SP. Sp to refund C with all broadband payments and ensure service is cancelled without penalty. SP to send C a letter of apology and award a goodwill payment. SP required to refund C with 50% of costs as further goodwill. SP to send C a letter of apology.

3.2

C contacted SP with issues relating to mis-selling, broadband, disputed charges and poor customer service. SP refuted the mis-selling claim but cancelled the broadband package without penalty, and accepted a customer service shortfall.

The Ombudsman could not find any clear indication of mis-selling of the broadband service to C but recognises the difficulties of being able to prove this issue conclusively without the sales recording or findings of SP's Investigation. SP has cancelled the broadband service, without penalty and the Ombudsman finds this action helpful. However, no charges should have been raised for this service and C is due a refund of the payments made. It is clear that C has received a service shortfall in numerous elements relating to customer service, some which have been accepted by SP.

Therefore, SP was required to send written confirmation that her broadband and telephony services are cancelled in full, without penalty, and the account stands at zero. For C's overall poor experiences, the company should offer C a goodwill gesture payment, along with a full written apology for the service shortfalls stated. This offer includes the payment refund and bank charge received. SP should also ensure 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.

3.3

C had a broadband contract with SP. Problems were experienced with the e-mail facility and even though enquiries were made of SP there was great delay in any meaningful response being provided. The Ombudsman viewed this as poor customer service as was its failure to notify C that an upgraded package would not achieve faster connection speeds.

SP was required to provide a goodwill gesture to reflect the poor customer service and provide a refund of the difference in package costs for the broadband services. Any refunds that might have already been provided were to be deducted from the overall refund given.

3.4

C subscribed to SP's broadband service. The cable SP sent C was very short. C's computer was in another room from C's telephone socket. C called SP. SP advised C to write to the company to explain the situation. C did this, but SP ignored the letter. C made another complaint via Ofcom, but again SP did not respond. SP continued to charge C for the service.

The Ombudsman decided that as the equipment SP had provided would not allow C to use the service, and because SP had provided no help to C despite C contacting the company on several occasions, SP should cancel the account and all broadband charges.

3.5

C received broadband disc from SP but it failed to work. SP sent another but due to holiday period it was delayed in the post. C requested cancellation. SP declined as C had agreed to 12 month contract. C said that as the discs had not worked C had not been able to cancel within the cooling off period. SP said it had offered C a refund of rental and advised C to liaise with its technical support but C had refused to do this.

The Ombudsman said that although there appeared to be some misunderstanding with the cooling off period that SP was not liable to release broadband without penalty. C had not cancelled within cooling off period which is prior to activation. Due to C arranging for own engineer to visit the Ombudsman requested that SP award a nominal payment to cover the costs incurred.

3.6

C had connection problems with SP's wireless broadband service. C had lengthy waits on calls and the problem was not resolved. SP offered C compensation but C remained unhappy. SP sent C a deadlock letter. SP said it believed it had responded above and beyond what was expected.

The Ombudsman said that C had received poor customer service from SP. SP failed to resolve connection problem and C had problems when calling its helpdesk. The Ombudsman said that in addition to SP's compensation offer an additional nominal goodwill payment should be awarded. SP to also send an engineer to C to investigate problem further.

3.7

C requested broadband service with SP and gave three different MAC codes but still was not provided with the service. SP said that due to MAC code problems the service was not provided.

The Ombudsman said that C had received poor customer service from SP. Sp failed to provide the broadband service and also failed to adequately keep C informed of any problems arising. SP to initiate a further request for broadband service on receipt of a new MAC code form C. SP to monitor the order until activation. Sp to award C with a nominal goodwill payment in recognition of poor customer service received.

5.0 Cancellation

5.1

C contacted SP with issues relating to contract cancellation, billing, and disputed charges. Sp maintained that the charges were correctly raised as cancellation was not given correctly.

The Ombudsman was satisfied that C had cancelled correctly and that service charges should not have been raised.

Therefore, SP was required to refund any service charges raised after cancellation, minus charges made by C for SMS or call usage (if any). SP should then send C written confirmation that the account is fully closed with a nil balance and ensure that no further invoices are sent.

5.2

C contacted T with issue relating to contract cancellation and disputed charges. T maintained the charges as correct and stated that after a request to cancel the contract within its cooling off period, it was not actioned as the service was used.

The Ombudsman was satisfied that C did not have the contract cancelled within T's cooling off period and that C has been continually inconvenienced by this failure. T's terms and conditions clearly advise that its customers can leave the contract within the cooling off period but must pay for any charges incurred up to the effective date of cancellation.

Therefore, T should cancel C's broadband service, without penalty, remove any marker on the line to enable the transfer to a alternative provider, offer a goodwill gesture payment, by cheque, along with a full written apology

5.3

C contacted SP to provide change of address details and to request that the service be transferred to the new address. However, there were problems with the transfer and C was left without a service for a few weeks. SP later confirmed that it was unable to provide the service and C confirmed that the account should be cancelled. SP continued to bill C for the old and new account. C complained to SP, but it took months for SP to take the required actions.

The Ombudsman concluded that C had received a poor service from SP and required SP to recalculate the accounts, provide a written explanation to show its findings, provide a goodwill payment, a letter of apology and confirmation that C's credit had been amended and that of any third party working on its behalf.

5.4

C changed service providers, but the previous supplier imposed early termination fees. C contacted SP and requested to cancel the new service. SP stated that as C had agreed to a new contract with them, it would be applying an early termination fee, which C disputed. C wrote to SP, but it failed to respond to C's queries and complaint. However, SP did clear the termination fee from the account and reduced the balance to zero.

The Ombudsman concluded that C did not cancel within the cooling off period and therefore SP would be justified in applying a termination fee. However, as SP was unable to find a copy of C's verbal contract recording, SP would have been unable to hold C to its contract Terms and Conditions in any case. SP was required to provide C with a goodwill payment for failing to respond to C's correspondence and complaint and also to confirm that C's account had been closed. SP was also required to send C a letter of apology and confirmation that C's credit files had been amended to show that the debt had been cleared.

5.5

C contacted SP with issue relating to contract cancellation, credit file, disputed charges and poor customer service. SP stated that the cancellation was not made and therefore, debt collection and a negative credit entry was justified.

On the balance of evidence provided, the Ombudsman cannot find any clear indication of a valid cancellation request made by C in writing to SP. Therefore, the debt collection process and negative credit entry is justified. However, C was not shown a level of customer service normally expected.

Therefore, SP should maintain its offer to clear the outstanding balance to zero, remove any negative entry on the credit file along with a full apology. SP should confirm that both the broadband and telephone account are now closed.

5.6

C whilst still within the minimum contract term of a contract with SP requested the cancellation of a business telephone account. C claimed that SP said this would be allowed if the business was to end. As the recording of the initial conversation could not be found SP agreed to cancel the account but this was not carried out. The account was cancelled after a delay and SP cancelled it with the balance waived. SP also offered a small goodwill gesture and a letter of apology and explanation.

The Ombudsman viewed this as offer as appropriate and required it to be implemented.

5.7

C contacted SP to cancel a second line and a broadband service that had never worked. SP did not act on C's request so C sent several letters to SP. Sp cancelled broadband but did not cancel the second line.

The ombudsman said that C had received poor customer service from SP. SP to send a letter of apology and confirmation of credits given. SP to ensure C receives a refund of rental paid. SP to award C with a nominal goodwill payment.

5.8

C agreed to a mobile handset through T's network from an independent retailer. However, C subsequently decided to return the phone under the 14 day money back guarantee scheme. C returned to the store but was advised that this could only be done after payment of a large administrative charge. C contacted T for advice, but no one at the company took control of the situation and conflicting advice was provided on what to do and the charges she was incurring through T. She wrote to T and made a number of telephone calls, and when this did not resolve the problem, C contacted the Ombudsman. On review, T acknowledged the problems experienced by C, as well as the incorrect advice that had been provided. T accepted a lot of responsibility in this issue and advised that its staff had now been fully briefed on the legal stance in this situation. T concluded the retailer had acted incorrectly and was currently conducting an internal review.

The Ombudsman appreciated C's impossible situation and concluded that although the retailer was at fault, the advice provided by T was inappropriate. She welcomed the proactive approach now being taken by T in this matter and was pleased that T had now offered to close the account and waive all charges. In resolution she required T to send a letter of apology and this was to be provided with written confirmation that the account was closed with any balance cancelled. She also required T to send written assurance

that C's credit rating had not been adversely affected, and to a cheque payment as a final goodwill gesture.

6.0 Carrier Pre-Select

6.1

C had a CPS telephone service with T, and agreed to also transfer the line rental from another service provider. However, within the cooling off period, C decided not to transfer and informed T of this fact. T advised this could only be done through the other service provider, and the confusion led to C being charged by both providers. Numerous letters and calls were made by C, before C brought this matter to the Ombudsman. T reviewed this matter and cancelled the accounts and all charges as a goodwill gesture. C remained unhappy and highlighted that threatening letters were still being received from collection agents, despite T's assurances.

The Ombudsman concluded that T had failed to take control of this matter, and was disappointed that it had let this matter continue for so long. She also concluded that C had received poor customer service. In resolution the Ombudsman required T to send a letter of apology, provide written confirmation that the account is now closed with a nil balance. She also required T to ensure the cancellation had been relayed to its collection agents, as well as ensuring that any adverse credit information was removed. The Ombudsman also required T to provide a goodwill cheque payment.

7.0 Credit Control

7.1

C experienced difficulty with obtaining credit due to a default registered by SP. C contacted SP and it was agreed that the default was recorded in error. SP removed the incorrect details and apologised to C. SP also offered a discounted line rental and goodwill payment, which C declined. C asked for compensation for the costs incurred as a direct result of the default but C failed to provide the proof of loss required by SP.

The Ombudsman was of the opinion that SP had proposed a reasonable resolution and she recommended that C accept the goodwill offer. The Ombudsman also recommended that C provide the details required by SP in order to investigate the complaint. No additional action was required of SP.

8.0 Customer Service

8.1

C cancelled account with SP but noticed later that bills were still being received. After contacting SP C discovered the notice should have been given a month later. Following the correct notice the SP issued transfer codes via letter, which were not received by the customer. This meant that the accounts were still opened and led to C receiving further bills. The Ombudsman required SP to provide C a goodwill payment for poor service and was disappointed to note that SP had passed C's details to a debt collection agency whilst the account was under investigation. She also required SP to provide C an apology and assurance that no adverse information had been recorded against C's name.

8.2

C contacted SP about errors showing on the account. SP failed to adequately deal with C's queries and complaints and C eventually complained in writing to SP, but no response was received. SP pursued C for a payment that it refunded, but it failed to inform C that a refund had been made and passed the account to a debt collection agency.

The Ombudsman required SP to clear the account to zero and provide C with written confirmation that the account had been closed. SP was required to amend C's credit file to reflect its errors. SP was also required to provide C with a goodwill payment and a letter of apology

8.3

The Ombudsman concludes SP failed to provide an adequate level of customer service in its handling of this case. The Ombudsman found evidence that SP delayed in acting on C's written request to cancel the broadband service that caused further charges to accrue. The Ombudsman considers SP failed to act in accordance with the industry standard aim to cease service within ten working days and failed to adhere to its Code of Practice. On seeking resolution to the complaint, C found letters went unanswered and the replies received were inadequate. The Ombudsman welcomes SP's action to backdate the termination date to the date it was initially requested and credit any additional charges to C's account. However she considers additional action is required to resolve this complaint.

In summary SP is to:

- Issue a formal letter of apology in recognition of the service issues raised on this case; including
- a written confirmation the broadband account has been terminated and the balance is nil; and

- an assurance that C's credit history has not been adversely affected by SP's actions;
- Make a goodwill payment of in reflection of the costs C incurred and the inconvenience experienced.

8.4

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.

9.0 Direct Debit

9.1

C claimed that a DD mandate had been organised at the time that a mobile phone contract had been organised with T. No copy DD mandate was supplied in support of the claim. Further it was claimed that numerous calls had been made to T to complain and pursue the results of an investigation into why the DD mandate was not set up. The Ombudsman found that such a lack of supporting evidence was damaging to the complaint made.

The Ombudsman did not require T to take any further steps in this case and could see no reason why the outstanding balance should not be cleared.

12.0 Disputed Charges

12.1

C received a bill from SP after the final bill. Despite C's contacts with SP it responded late. In the meantime C incurred costs as the matter was dealt by C's solicitors. SP resolved the matter eventually. C claimed solicitor costs and compensation. The Ombudsman considered C's claim for costs was too high. She required SP to provide C a goodwill gesture and make a contribution towards C's costs.

12.2

C asked SP to cancel an account. SP did this but then a relative of C's made further contact and asked for the account to be left open and for services to be provided at an agreed discounted rate. C then contacted SP and again asked for the account to be closed, but then C's relative called again and asked for it to be reinstated. The situation became even more confusing when C received a debt collection notice from SP. C incorrectly assumed that this had come about as a result of the second cancellation of the account and it was an early termination charge. Although not specified in the notice the debt was actually for an old account that still had a balance outstanding.

The Ombudsman came to the conclusion that the confusion had arisen due to the actions of C and C's relative in changing their wishes about services from SP and that an old account had an outstanding balance.

The Ombudsman commented that the situation over the cancellation of the services may not have arisen had SP confirmed C's wishes with C following the requests C's relative had made for the continuation of the services.

SP told the Ombudsman that the account that C wanted cancelled had now been closed but C was responsible for outstanding dial-up charges. The Ombudsman agreed with this but felt that some of the information SP had passed to C had been conflicting and SP should send C a letter of apology about this.

12.3

C moved house and asked SP to transfer the existing account to a relative. SP put the wheels in motion to do this and in the interim period before the transfer was concluded SP sent C billing. C did not pay this as C was waiting for final billing. SP then applied a late payment fee which appeared on C's final billing. C refused to pay the late payment fee as C felt that the transfer should have taken place earlier and letters about this had been ignored. C also claimed that C had incurred a small amount for sundry costs in dealing with the transfer. C sent a cheque to SP for the final billing but deducted the late payment fee from it and a small sum for C's costs. In the time taken for the payment to be received by SP, SP had sent a further request to C to pay the outstanding charges on the account which resulted in C sending further letters of complaint.

SP accepted C's final payment and apologised to C for any inconvenience that had been caused. C now would not accept SP's position and asked for further compensation which SP refused to give.

The Ombudsman was of the opinion that SP had to go through certain procedures to ensure that the transfer of the account was legitimate and whilst these had taken some time, she felt that SP could have completed the request sooner. The Ombudsman was of the opinion that until the transfer had been confirmed with C, C was responsible to meet all charges on billing C was sent and any irregularities would have been dealt with on the final billing. C did not do this.

The Ombudsman noted that in addition to the small gestures of goodwill that SP had made it had also sent two letters of apology to C. The Ombudsman was of the opinion that the offer of gestures of goodwill that SP had made and its apologies to C were sufficient and SP need not take any further action.

12.4

C initially made contact with SP regarding with a query as to how much C could expect to be charged for calling certain categories of numbers on C's call plan. C had highlighted that such information was not available from any of SP's literature. C contacted SP via telephone and in writing on several occasions, but was unhappy with the information provided as C still could not determine what C should expect to be charged for the numbers C was using. The Ombudsman found that SP had advised C verbally, what the charges were for some numbers, and that it had provided C with literature that it had on its tariffs and current charges to date. SP advised that it did not publish some of the charges that C had highlighted, but that these were available verbally. The Ombudsman required SP to provide C with a copy of its full Price List, as well as information regarding the specific numbers that C had highlighted. The Ombudsman also made a recommendation to SP that it made this information available to its customers, for example, via its website.

12.5

C downloaded data on to a mobile phone but inadvertently left the data download running overnight and by doing so incurred considerable charges from SP. Once C discovered C's error C contacted SP and changed plans to try to off-set the charges the download had incurred which would be financially beneficial to C. By then it was too late and SP was unable to off set the charges to a new plan. C disputed the charges and claimed that SP should have had systems in place to prevent such excessive downloads from taking place. SP told C that it did have these systems but there was a delay between charges being incurred and being billed to the account. SP offered as a gesture of goodwill, to reduce the charges by 10% but C refused to accept this.

The Ombudsman noted that C had agreed that it was C's actions that had brought about the data download. It was immaterial whether the download had occurred by intentional or mistaken means. The Ombudsman noted that the time frame between the charges being incurred and being placed on billing systems was not excessive and no blame could be attributed to SP.

The Ombudsman came to the conclusion that the charges had been correctly raised and C was responsible for them, but in the circumstances it would be appropriate for SP to maintain the goodwill gesture it had made, as C may wish to consider this in the light of the Ombudsman's conclusion.

12.6

C contacted SP to provide new address details and to cancel the old service. However, there were delays in cancelling the service and providing the new services at C's new property. There were also several billing errors over many invoices and C complained to SP on several occasions. C also lost both services for a period of time, as SP had cancelled them in error. C wrote letters of complaint to SP, but only received one response, but SP did provide credits to C's account for the errors, goodwill gestures for the poor service received and a letter of apology.

The Ombudsman concluded that C had received a very poor customer service from SP, but accepted that SP's offers to resolve the complaint were reasonable. SP was required to provide C with a clear breakdown of the account, the further goodwill gesture and a letter of apology. SP was also required to inform C whether a re-rate of a bill had been completed and SP requested bills from C to provide an additional credit for call costs to SP.

12.7

C received billing from SP that showed International call charges. C claimed that C had not made these calls; C had not used the handset as it was damaged and both the handset and the USIM Card had not left C's possession. C then received further billing showing calls to a location in the UK. C again claimed to SP that C had not made these calls. SP investigated and confirmed that the calls had originated from C's USIM Card and C was therefore liable, however, as a gesture of goodwill SP was prepared to credit C's account with a sum that would equate to the charges for the calls made to the location in the UK.

The Ombudsman concluded that the disputed calls had originated from C's USIM and they had been correctly raised. The Ombudsman also concluded that under the terms and conditions of C's contract, C was responsible for all usage of the USIM whether it was used with C's permission, or not.

The Ombudsman decided that C was responsible for the charges but SP should maintain the goodwill offer it had made.

12.8

C changed landline plans with SP and 12 months later realised that C's International call charges had been significantly increased. C complained to SP who applied an added International call option to the plan. C felt that C had been overcharged for over a year and sought a substantial refund from SP for these charges. SP made a generous goodwill gesture but C was not satisfied with this.

C complained to the Ombudsman. SP informed the Ombudsman that C had initiated the change of plan but had not asked for the added on option of International calls. C had also been sent monthly itemised billing showing the cost of all calls C had made but C had never previously queried them.

The Ombudsman decided that it was C's omissions that had led to the level of charges applied. Although C had been making regular International calls, C had never asked what the cost of such calls would be under the new plan and had not contested the charges applied for some twelve months despite the information being provided to C by itemised billing.

The Ombudsman commented that the goodwill gesture offered by SP was generous and that C did not have to make this offer as it did not appear to her that there had been any wrong-doing on the part of SP.

12.9

C ordered a broadband service from SP but was never able to use the service as C's computer equipment was dated and unable to connect. C contacted SP and was told that a minimum term for the contract was in force which meant that C must continue to pay for the service. C did this and at the end of the term C contacted SP about cancellation and an agreement was made that C would pay a reduced service rate until such a time as C had acquired new computer equipment. C says that in addition to this SP agreed to refund the broadband payments C had made. Due to the cost of new computer equipment C was unable to purchase it and contacted SP to finally cancel the contract and obtain the refund SP had promised. SP denied that it had made this promise. C sent letters of complaint over many months but received only one letter of reply.

The Ombudsman saw from the terms and conditions of the contract that reference was made to SP being provided with details of the equipment customer's intended to connect to the service. Based on this information the Ombudsman concluded that SP should have considered the compatibility of C's equipment with the service it was offering at the point of sale. It appeared to the Ombudsman that this had not been done.

SP told the Ombudsman that it accepted C was never able to use the service and it was prepared to refund half of the payments C had made. The Ombudsman came to the conclusion that as C had never received the service C should be fully refunded with all payments.

The Ombudsman also concluded that SP should send C a letter of apology and make a small goodwill gesture to C for failing to appropriately answer all of the letters C had sent to it.

12.10

C took a contract with SP but cancelled it shortly after. C was advised that some charges had built up on the account and paid them but C was left with a small credit on the balance. SP accepted this and agreed to refund this credit. C had also received a final demand from SP before it had re-branded with its current name. SP explained how this had come about.

The Ombudsman required SP to provide a refund in relation to the amount that C's account was in credit. In addition, in respect of the poor customer service that it has provided in not responding to C's enquiries it was required to provide a letter of apology and a small goodwill gesture. These amounts were to be provided in the form of a cheque.

The Ombudsman could see no reason why the final amount owed in relation to the SP's originally branded company should not now be paid. If SP was able to transfer this amount from C's account it was to clear this account using the goodwill gesture and then send the balance to C.

12.11

C had a dial up account with SP. C then took a broadband account with SP but did not take any steps to cancel the original dial up account. C viewed SP as over charging for the dial up account and the broadband account at the same time. C required a refund of this amount that he viewed as overpayment.

The Ombudsman was of the view that it was not reasonable to expect SP to note or be aware that C had taken a broadband account as well as the original dial up account as this had not been notified to SP and it was C's responsibility to do so. SP had provided a goodwill gesture that C said had never been received.

The Ombudsman required SP to write to C and demonstrate how and when the goodwill gesture had been provided.

12.12

C upgraded to broadband from dial up access and stated that T said dial up would be cancelled but it was not. T said it had no record of this and that it would not refund all over payments made (ten months) as its policy was to only refund up to three months.

The Ombudsman found both C and T held responsibility in that T should have cancelled the service but C should have noticed it was still being charged. A 50% refund was required with a full account to be provided to C.

12.13

The Ombudsman is satisfied that SP charged C for calls to a premium rate number based on the incorrect rate. The premium rate service provider confirmed it charges every service provider a flat rate and that any additional charges would be added by the individual company. SP maintains it does not profit from premium rate calls and it would pass the call charge on at the same rate as advertised. The Ombudsman therefore concludes SP has made an error in its calculation of the account.

The Ombudsman notes that SP failed to provide a supplementary service since the beginning of the contract despite C making payment for it each month. In addition SP

delayed in removing the call barring service from C's account and continued to charge for the service.

In recognition of the customer service issues raised and in addition to the goodwill payment previously raised the Ombudsman directed SP to recalculate charges on the account, refund all service charges for services not provided and issue an apology.

15.0 Faults (Line)

15.1

C received a call from another service provider as it was carrying out work at the exchange. This led to C's line being temporarily disconnected and incorrect charging being evident linking to the person C was now sharing a line with. C complained to the SP and it ensured the appropriate work was carried out by the line provider. C remained unhappy stating that the account was still showing incorrect calls and that this was leading to billing errors. C asked for a refund and complained about the SP's lack of response. On review the SP advised that it was having problems dealing with the line provider and suggested C went to Ofcom. However it highlighted that the problems were outside of its control.

The Ombudsman understood C's concerns but concluded the SP was not at fault. She concluded that the SP had provided some poor customer service and required a goodwill credit and apology to be made in respect of these. She also required the SP to maintain a previous offer and refund the cost of C's calls to the other provider. After considering all information the Ombudsman also required the SP to obtain written authorisation from C to enable it to contact the line provider and Ofcom on C's behalf. She also asked the SP to make a full investigation into the billing of this account and ensure that any incorrect charging was now refunded, with regular updates on any progress with its investigation.

15.2

C stated that the service from SP was lost for ten days. SP investigated and found that there had been a problem for C and applied a credit, in accordance with its policy.

The Ombudsman considered that C had received the refund that was due, however, there had also been a shortfall in customer service for which an apology and further goodwill gesture was required.

15.3

C experienced a loss of service from SP for two weeks. C complained but SP did not investigate the complaint. It persisted in sending bills and did not respond to C's letters and e-mails. It also referred C to a debt collector.

The Ombudsman agreed with C that it had demonstrated poor customer service, for which an apology and goodwill payment was required. It was also required to ensure the debt collection was cancelled and that C's credit reference was unaffected.

19.0 Installation

19.1

C requested a service from SP but was unable to take advantage of it. SP stated that there had been several requests from C to provide the service and then to cancel it. The Ombudsman considered this was a contributing factor to the delays experienced by C.

The Ombudsman considered there had been no significant shortfall in customer service, but required an apology and goodwill payment in recognition for a minor breach.

20.0 International Call Charges

20.1

C agreed to service with SP as C was informed calls to South Africa cost 1 p per minute. C received bill and realised this was not the case. C sent letter of complaint to SP but SP maintained that calls were correct. SP informed the Ombudsman in its case file that it would remove the outstanding balance.

The Ombudsman said that C had received poor service from Sp due to misinformation received. She requested that SP remove the outstanding balance and send a letter of apology to C.

22.0 Internet Connection

22.1

C said had down graded to pay as you go with SP. C used this service as a back up when broadband did not work and also used the email address associated with it. Eleven months later C disputed monthly charges taken from bank by SP. Sp informed C it did not have a pay as you go service at the time C had broadband provided and so C had been downgraded to a stand alone package costing a set amount each month. Sp had sent C emails each month advising of the Direct Debit payments to be taken.

The Ombudsman said that it appeared there may have been a misunderstanding between C and SP when C called to downgrade. However, as C had used the service

and still used the email address as well as received email notification of the payments to be taken each month she saw no reason why SP should refund C with all charges.

24.0 Mis-selling

24.1

C claimed that C was mis-sold SP' tariff and disputed a charge that was levied due to this tariff. SP maintained that C had agreed to its tariff and that the charge was correct. C complained to SP but the charge was maintained. On the balance of the evidence provided, the Ombudsman could not find any confirmation that C had agreed to the tariff, or that C had requested to cancel it. It was clear that C previously had a similar tariff, but the Ombudsman was concerned with the lack of evidence provided by SP for investigation. Therefore, the Ombudsman required SP to reduce the disputed charge by half, in order to close the matter.

24.2

C entered a contract with T which was for six years. C later argued that the representative selling the contract had been misleading however the contract was made in person and the Ombudsman could see no reason to require this contract to be cancelled.

No further steps were required of T.

28.0 Payments

28.1

C had had a previous case due for investigation by the Ombudsman one year earlier, but an agreement was made before her intervention. This resulted in C paying SP a regular weekly payment to cover the outstanding amount. C made such payments, however at the same time, C was also incurring service charges from SP, for continued usage of the service. Therefore, when C believed to have paid off the initial debt, C found that there was a similar amount outstanding. C complained to SP and SP explained the reason for this. C did not understand and therefore complained again. SP again confirmed in writing to C the reason for the continued outstanding amount, yet the matter had since progressed to an external agency and C's service was terminated also by SP. C remained unsure as to how the outstanding balance had been accrued and wanted the Ombudsman to investigate. The Ombudsman found that despite C making the agreed payments, they only covered the initial outstanding amount, and not the subsequent charges that were being levied. The Ombudsman was satisfied that upon contact with SP, it did, on a number of occasions, explain this to C. Therefore, the Ombudsman required no further action from BT, and urged C to contact the external collection agency in order to arrange a suitable payment plan for the remaining balance.

28.2

C contacted SP with issues relating to a default on the credit file, incurred bank charges, disputed charges and poor customer service. SP stated that the default was justified due to late payment.

On the balance of evidence provided, the Ombudsman was satisfied that the default on C's credit file was justified due to late payment. However, it was clear from the evidence provided that C had been mis-advised regarding the credit default and has not received a level of customer service normally expected. As C also disputed the refunds for the bank charges, this should also be sent.

Therefore, SP should send C a clear breakdown of the refunds for the bank charges, offer a goodwill gesture, which takes into account the charge for the credit report, being misadvised and overall poor experiences in attempting to resolve the complaint.

34.0 Service Transfer

34.1

C complained that a requested service from SP was not provided. SP investigated but its contact log did not support this assertion and levied a termination fee when C requested cancellation.

The Ombudsman considered that as C sought outside help to assist with the problem, C had grounds for requesting cancellation. The Ombudsman required SP to allow C to do this without the termination fee, but C was requested to clear the remaining balance.

34.2

C asked for T to transfer her calls and line rental from another service provider. However, problems occurred with the previous provider cancelling the service from the expected date, and T not providing any service. C complained to T over the issues, but T was unable to provide the service. T stated this was due to the previous provider placing a cease on the line. C continued to complain and was very unhappy that T failed to transfer the calls to a mobile. C wrote letters to T, and T made a goodwill offer of compensation. C felt this was insufficient.

The Ombudsman was unable to dispute that the previous provider had caused the problems, but also concluded that T's goodwill offers were very generous. This has left a large credit on the account, with T providing compensation for the loss of service, clearing the outstanding balance and making a separate goodwill credit. In resolution, the Ombudsman required T to send a letter of apology, provide written confirmation of the account closure, and send a cheque refund of the credit.

34.3

C requested a service from SP, but it was unable to provide it. C complained and SP cited financial implications that made the provision of the service for C to be prohibitively expensive.

The Ombudsman agreed that SP had taken a business decision which she could not influence. The customer service from SP had not been at fault and C could not take the complaint further.

34.4

C transferred to a new SP but the old SP continued billing. Old SP investigated and found the cause was due to hardware relating to C's old account. This should have been disconnected but was not. Old SP recognised that C may not have been made aware that it was necessary to disconnect it.

The Ombudsman considered the action taken by SP was reasonable but there had been an unnecessary delay. She required an apology and goodwill payment. However, C remained liable for the calls carried by old SP until cessation.

34.5

C asked for SP to provide a Broadband service. SP failed to provide it on the new line but agreed to transfer it to another line. However, SP then cancelled the service instead of arranging the transfer. C sent a letter of complaint to SP but the response was delayed and C felt that it did not address the issues raised. SP offered to provide the service free of charge for a period but C declined the offer. SP also offered to consider a claim for loss of income. C asked for compensation for loss of business but SP rejected the claim in accordance with the terms and conditions of contract.

The Ombudsman was of the opinion that there had been a shortfall in service but it was clear that SP had attempted to address the issue raised with its offer of the service free of charge. However, the Ombudsman also noted that the responses issued by SP were somewhat delayed and this demonstrated a shortfall in customer service. In respect of this issue, SP was required to provide a goodwill credit to the account along with a letter of apology. The Ombudsman was satisfied that SP had addressed all other issues and she recommended that C accept SP's offer.

34.6

C did not agree to service with SP but received bills. C disputed this with SP but was harassed for payment of the bills. SP said that C had been a victim of slamming and advised that the outstanding balance had been removed.

The Ombudsman said that C had received poor service from SP. The Ombudsman requested that SP send C a letter of apology and confirmation that credit file had not been affected. Sp to award a nominal goodwill payment.

36.0 Tariffs

36.1

C complained that SP publicised a reduced tariff but refused C's request, stating that a higher base tariff would be required for it to be applicable. C complained and stated SP provided poor customer service.

The Ombudsman considered that there had been no significant shortfall in customer service and recommended C accept the offer made latterly of the application of the sought-for tariff at no extra cost.

36.2

C was on a call package with SP which C was happy with so C decided to ask SP to take over C's line rental. SP tried to do this but due to technical reasons the transfer of services failed. SP compensated C for this by applying credit to C's account. C then received billing which showed that C's original call package had not been reinstated. C complained to SP about this and SP arranged for the package to be restored and made a number of goodwill offers to C for any inconvenience this caused. C felt that the goodwill offers were insufficient and C wanted considerably more.

The Ombudsman came to the conclusion that having considered all the circumstances of the case and the amount of inconvenience likely to have been caused to C that the gestures of goodwill offered by SP were generous and C's demands were excessive. The Ombudsman decided that other than maintaining the gestures of goodwill that had been offered, SP need not take any further action.

37.0 Technical Support

37.1

Based on the balance of information provided the Ombudsman concludes SP did not cancel any of C's email addresses or accounts and was able to access the email when tested however, it did help reset passwords on two addresses as C had forgotten them.

The Ombudsman acknowledges C incurred costs when trying to resolve his technical difficulties; however, she is satisfied that SP is not contractually obliged to provide financial redress or reimburse these costs. The Ombudsman requires SP to take no further action in respect of this complaint.