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1.0 Auto Diallers

1.1

C incurred high charges on C's bill due to a number of calls to a premium rate service (PRS) number which C disputed ever making. C was alerted to the high spend by SP who then placed a PRS bar on C's line to prevent any further similar calls from being made. C complained to SP but it maintained the charges as correct and also then disconnected C's line for non-payment.

The investigation was satisfied in this instance that PS took the necessary actions in alerting C to the high call spend and then taking the appropriate action in order to prevent any further similar charges from being incurred. However, SP explained for the investigation that it had actually retained the monies from the disputed calls as it had since been confirmed with the provider of the disputed number that the calls had been artificially inflated. Therefore, SP had since applied a credit to C's account for the disputed charges and also offered C a goodwill payment. The investigation welcomed SP's explanations in this instance and on this basis, it was clear C had received a shortfall in customer service with the disconnecting of the line. Nevertheless, the actions proposed by SP were considered to be fair and reasonable. Therefore, it was proposed for SP to retain its goodwill offer to C.

2.0 Billing

2.1

C had two contracts for mobile phones with SP. C complained about handset faults, incorrect billing and failure to close an account. SP apologised for not closing the account and applied credits for the over billing and closed the account. SP maintained the call charges and had offered to return the handset for repair under warranty which C had declined. C's account was passed to a debt collection agency for non payment. C complained to Otelco.

The Ombudsman considered that SP had remedied its failure to close the account and that C was responsible for the disputed call charges. The Ombudsman accepted that SP had offered to send the handset for repair but that C had declined this offer. The Ombudsman therefore accepted SP's offer to send a full written apology for the delay in closing the account.

2.2

C complained to the SP about a billing problem following its take over of their previous SP's account. This led to the SP failing to bill C for six months of broadband service,

and later billing C for the cancellation of the account in error. On review the SP acknowledged these problems and made a number of proposals in order to resolve this matter.

It was concluded that the SP had failed to rectify the billing errors in a reasonable time and that C had received a poor level of customer service. However, the proposals made by the SP appeared appropriate in order to resolve the complaint. Therefore the SP was required to send a letter of apology, provide written confirmation that the old broadband account was cancelled without penalty to leave a nil balance, and that C would not be back-billed broadband charges. The SP was also required to contact C to establish if they wanted to cancel either the telephone or broadband services. If C did, the SP was required to provide the relevant advice regarding these transfers, provide a MAC (if appropriate), and make a goodwill credit to the account.

2.3

C requested a MAC but encountered a delay in its receipt and was also incorrectly billed. SP accepted the delay and incorrect billing and offered to clear the account balance as a goodwill gesture.

It was concluded that C had encountered a delay in receiving the MAC, billing errors, and a poor reply to contacts made. These were clear service shortfalls. SP made a reasonable offer to C, which was considered to be reasonable in the circumstances. SP was required to maintain its offer to clear C's account in full, send written confirmation that the account is closed with a nil balance, SP was required to ensure that C's account has been cleared of any marker and MAC provided and send a letter of apology for the service shortfalls.

2.4

C was a small business and applied for a business plan with SP. C received very high bills which C disputed. SP maintained the charges. C complained that the calls had not been capped in line with the business plan. SP eventually agreed and recalculated the bill. C then received another bill with incorrect charges. C complained and SP again maintained the charges. C had to make numerous phone calls and provide examples of the overcharges before SP accepted that C had been billed incorrectly. C eventually received a corrected bill after seven months. C requested compensation. SP made a goodwill offer which C rejected and referred the complaint to Otelo.

The Ombudsman was disappointed that SP had not provided a case file and its views could not be taken into consideration. The Ombudsman considered that SP had provided poor customer service which had caused inconvenience and anxiety. The Ombudsman considered that C's claim for compensation was excessive and not warranted. However, the Ombudsman required SP to increase its goodwill gesture to reflect the shortfall in customer service.

3.0 Broadband

3.1

C complained that SP had told C that C was experiencing problems with its broadband service because C's computer was faulty, when the fault had been caused by a faulty installation CD. SP stated that it had never told C that C's computer was faulty.

SP did not submit any evidence to show what advice it gave C when C called for assistance. Therefore, the Ombudsman decided to accept what C said. SP was required to reimburse C for the cost of the engineer.

3.2

Due to technical difficulties with SP's broadband service, C requested cancellation of this and although this was processed, SP's marker remained On C's line for several months, despite C's complaints to it.

For investigation, SP acknowledged the delay in removing its marker from C's line but confirmed it had since actioned this with the network provider and provided C with confirmation. Although the investigation was satisfied with this, it also considered C had received a shortfall in customer service from SP for the delay and undoubted inconvenience this will have caused. Therefore, it was proposed for SP to provide C with a goodwill payment to reflect this.

3.3

C subscribed to SP's broadband service. Not being technically minded, C paid SP for an engineer to install the service. C complained that the engineer did not fully install the service. C tried to complete the installation procedure but could not. C asked SP for assistance. SP could not help C get connected for several months. Eventually, C was able to connect, after a Technical Support representative talked C through the installation process;

The Ombudsman agreed with C that the engineer had failed to install the service. They also decided that the assistance SP had provided to C was inadequate. SP had not followed up on investigations, and had not called C back as requested. SP was required to refund charges for the services C had not received and to make a further goodwill payment to recognise the inconvenience C had been caused.

3.4

C signed up for SP Broadband service. C complains that access to emails was unavailable and SP's homepage could only be accessed intermittently. C complained many times to SP and was promised calls back to resolve the issues. C says that SP

failed to return calls. C wrote two letters to SP and received no response. C incurred call charges to SP's technical support department which SP refunded.

The Ombudsman considered SP's customer service had fallen below an acceptable level. The Ombudsman required SP to make a good gesture.

3.5

C ordered a package from SP which included a broadband service. The broadband was problematic and C asked on a number of occasions to cancel the broadband service. SP provided a case file which showed that very little opportunity had been allowed to try and resolve these problems. It was accepted that there had been poor customer service experienced but it was also felt that SP should be allowed the opportunity to resolve the broadband problem.

SP was required to provide a goodwill gesture and to contact C to provide assistance in trying to resolve the problems experienced with the broadband service and if these efforts should fail SP was to allow a fee free cancellation of the broadband service.

3.6

C complained that the supplier failed to provide the full service, as agreed and that the advice provided caused C further problems. C also complained that charges had been applied for a service that could not be used. The supplier investigated and found credits had been applied for the service charges, but acknowledged there had been inconvenience for C.

The Ombudsman agreed with the supplier, that C had experienced a shortfall in customer service, for which an apology and a goodwill payment were required.

3.7

C cancelled broadband with SP but the broadband marker was left on the line for eight weeks preventing C from applying for service with another SP. C sent letters of complaint but received no response. C eventually had the marker removed by calling network provider. SP provided a brief summary of the complaint.

The Ombudsman said that based on the evidence provided C had received poor customer service from SP. SP failed to remove the marker within the required time and also failed to respond to C's written correspondence. SP was required to award a nominal goodwill payment and send C a letter of apology.

3.8

C agreed to a telephone, line rental and broadband service from SP. However, the broadband service was delayed and C requested to cancel all services. SP allowed C to

transfer the services away, but C disputed the final bill due to the broadband delay. C wrote letters of complaint to SP and the dispute remained unresolved. C's account was also passed to a debt collection agency.

The Ombudsman concluded that there was a delay with C's broadband order and SP failed to respond to one of C's letters. However, C was liable to pay the final bill and SP had allowed C to cancel the services, without applying any early cessation fees. Therefore, SP was required to apply a small goodwill credit to C's account, but C would be liable to pay the balance. SP was also required to send C a letter of apology, clear and close C's account, when the final bill had been paid and add a note to C's credit file to say that the debt had been cleared.

3.9

C encountered a loss of broadband service. SP acknowledged an element of the loss.

It was concluded that C has been inconvenienced with regards to a loss of broadband and a poor reply to C's contacts by SP. SP was required to offer C a goodwill gesture payment, by cheque, which includes charges incurred in contacting the company a service losses, maintain the offer to credit the charge for the modem, contact C directly to ensure that all services are currently operational and without fault and send a letter of apology.

3.10

C applied for telephone and broadband services to SP. C was unable to connect to broadband and objected to calling the premium rate number for Technical Support. C asked to cancel the contract without penalty or for SP to send an engineer to resolve the connection problem and wanted a refund of the broadband charges. C wrote to complain but did not receive a reply.

The Ombudsman considered that C had not given SP opportunity to resolve the broadband connection problem as C did not contact Technical Support. However, C had called Customer Services a number of times and had not been offered a call back. C did not receive a reply to the letter of complaint. The Ombudsman required SP to release C from the contract without penalty as a gesture of goodwill in recognition of the shortfall in customer service. The broadband charges were inclusive of the package deal and the Ombudsman considered C had the benefit of the package and did not require SP to refund the charge.

3.11

C ordered broadband but there was a long delay before the Supplier activated it. The Supplier stated that several problems had occurred at the exchange. Once broadband was activated, C was unable to access emails and complained to the Supplier. C experienced a poor level of customer service. The Supplier made a goodwill payment to C.

The Ombudsman considered that the Supplier would not have been able to foresee the problems that occurred at the exchange. The Ombudsman was disappointed that the Supplier failed to assist C with their additional issues. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make an additional goodwill payment and write a letter of apology. The Ombudsman also required the Supplier to contact C to discuss any outstanding technical issues.

3.12

C subscribed to SP's broadband service but was unable to connect. SP continued to charge C and C requested cancellation. SP refused to accept cancellation and held C to the minimum term. C was still unable to connect and complained to Otelo.

The Ombudsman considered that C had requested cancellation before SP had provided the broadband service. SP had failed to respond to C's complaint. It had not credited the broadband payments or compensated C for the telephone calls to Technical Support. C confirmed to Otelo that C had eventually been able to connect but wished the complaint to continue because of the poor customer service.

The Ombudsman required SP to allow early termination without penalty if C still wished to cancel. The Ombudsman also required SP to provide a goodwill credit for the broadband charges up to the date C was able to connect, and to compensate C for inconvenience and expenses, including telephone charges and to send a written apology.

3.13

C subscribed to broadband but did not receive the speeds relating to the package they paid for. The Supplier carried out numerous tests but was unable to resolve the connection issue. The Supplier advised the Ombudsman that diagnostics were ongoing. C requested a refund but the Supplier refused this. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had not yet resolved C's connection issue. The Ombudsman considered that C had not been receiving a service they had been paying for. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to refund a portion of the broadband fees incurred. The Supplier was also required to make a goodwill payment and write a letter of apology.

3.14

C called SP to report a broadband connection issue. SP told C the problem was with C's PC. C had the PC checked and a virus was found, which C had removed. However,

the connection issue persisted. C called SP but the call was dropped. C wrote to SP several times, but failed to receive a response.

The Ombudsman considered SP was not responsible for any issues with C's PC. However, the dropped calls and SP's failure to reply to C's letters was considered to have unnecessarily delayed resolution of the matter and be reflective of a shortfall in customer care. SP was required to send a letter of apology and apply a credit as a gesture of goodwill. It was also required to arrange for a Technical Advisor to contact C to investigate the connection problem. If the issue was not resolved following the Advisor's call, SP was required to release C from the contract without penalty.

3.15

C's temporarily lost the use of C's broadband service. SP resolved the problem. C complained. SP ignored C's complaints.

The Ombudsman was of the opinion that it was unreasonable for C to expect a fault free service, and that SP had resolved the problems as soon as possible. However, it was also decided that SP had provided poor customer service. Therefore, SP was required to make a payment to C to recognise this.

3.16

C agreed to SP's broadband service but experienced a delay in its activation, and then a delay in C being able to use the service, following the activation. C complained to SP that C had lost business as a result of the delays and also that C had had to make numerous, often lengthy contacts to SP, to try and resolve the matter. Once the broadband service was confirmed as fully functional, SP offered C a credit but this was refused. SP then doubled this offer, but C refused this too and requested substantial compensation.

Although it was not doubted that C's business may have been affected as a result of the delay, it was clear that under the Terms & Conditions of the service, SP offered no liability for this. It was clear that SP's final offer to C was a credit of approximately six times over the delayed period and this was considered to be fair and reasonable. Therefore, it was proposed for SP to retain this offer to C.

3.17

C complained that broadband service with SP was intermittent and generally did not work. C said when called SP's technical support calls were often cut off. C sent emails to SP but was advised to call technical support. C sent letters to SP but received no response. SP provided a case file and its opinion of the case. SP said that C did not call its technical support to allow it to troubleshoot. SP offered to send C a new updated modem and to call C to resolve the problem.

The Ombudsman said it could not be known what the cause of the fault was. The Ombudsman examined the bills provided and noted that C had not called SP's technical support. The Ombudsman said therefore that C had not given SP the opportunity to resolve the problem and so could find no justification for cancellation without penalty. The Ombudsman noted that if C migrated to another provider the problem would still occur. The Ombudsman required SP to award a nominal goodwill payment and to contact C to implement diagnostic tests.

3.18

C subscribed to SP's broadband service. There was an initial delay in SP supplying the service because it needed to obtain the local council's permission to carry out remedial work on an underground cable. After it did this, it still was unable to provide broadband to C. C wanted the Ombudsman to require SP to cancel the contract and refund all payments received. C also wanted compensation for the inconvenience C had been caused.

The Ombudsman was of the opinion that the initial delay was outside SP's control, and therefore SP should not be required to take action because of it. However, SP's failure to diagnose the cause of the fault was considered to constitute poor customer service. As SP could not supply broadband to C, SP was required to cancel the contract and refund all amounts paid, as well as making a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.19

C agreed to SP's broadband service but experienced connection problems over a number of months. C made numerous contacts with SP's technical team and also hired a private computer engineer, but to no avail. C's connection issues were eventually resolved when SP provided a replacement router, but C remained unhappy with the level of service C had received.

For investigation, it was unable to determine the root cause of C's connection issues, but it appeared this was to do with the router SP had provided. It was clear C had been without the service for several months, through no apparent fault of C's. It was, therefore, considered that C had received a shortfall in customer service from SP for this prolonged loss of service. It was proposed for SP to apply a credit to C's account to cover any service charges incurred for the fault period and also provide C with a goodwill payment and apology for the inconvenience caused. No consideration was given to C's own private engineer costs.

3.20

C complained that SP took a long time to provision broadband service. Furthermore, C claimed that SP did not advise that the broadband service would be free. SP claimed that C should have been aware that the broadband service could not be provided for free in C's area as the order was placed online. C denied this as said it was over the

telephone. The Ombudsman found that C received a shortfall in customer service levels from SP as SP did not take ownership to address C's complaint. The Ombudsman required SP to provide C with a goodwill gesture payment and an apology for poor service.

3.21

C signed up to a broadband service and never received it. SP accepted that the broadband service never went live and offered to clear all charges.

SP was required to maintain its offer and an additional goodwill gesture payment for the service shortfalls, confirm in writing that the broadband service is now cancelled and the account is zeroed and send a letter of apology for the service shortfalls found.

5.0 Cancellation

5.1

C was a customer of SP for its landline services and then added a mobile service to the account. However, when C received the package, it was damaged so C returned this and requested to cancel it. However, although SP acknowledged this, it continued to charge C for the mobile service. C complained and eventually rectified the error, but by this time, C had also changed service provider but incurred a termination fee for doing so. C disputed this charge as C was not aware of it. C complained to SP but it maintained the charges.

The investigation found that C had received a shortfall in customer service in relation to the mobile charges incurred following the cancellation of that service and although a small credit was applied in lieu of this, it was considered that this should be increased. However, in relation to the line rental termination fee, the investigation was satisfied that C had ever disputed this at any point prior to the cancellation and it was also considered that C would have received the necessary information relating to it, before the service commenced. Therefore it was proposed for SP to provide a further goodwill credit to the account, as well as an apology and also confirm any remaining final balance to be paid, to C.

5.2

C cancelled the services C received from SP. SP failed to close the broadband service. SP's computer system therefore would not recognise the cancellation request. This led to C being billed for all the services for several months. C called SP on several occasions to complain, but SP failed to take prompt action to resolve the problem. SP eventually cancelled broadband, cleared the charges and closed the account.

The Ombudsman required SP to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused. SP was also required to remove any defaults registered on C's credit file as a result of SP pursuing C for payment of an amount C did not owe.

5.3

C complained that SP billed C for services not provided. C complained to SP but received debt collection letters. SP said that although C had transferred calls to another provider that C did not contact SP to cancel the account. C continued to be billed and this was then referred to a collection agency. SP had already removed the outstanding balance and in error refunded C with monies not due.

The Ombudsman said after review of the information provided that no further action was required. The onus was on C to contact SP to cancel. C did not do this. SP had however removed the outstanding balance and this was viewed as acceptable.

8.0 Customer Service

8.1

C organised an engineer visit that the engineer failed to attend. C claimed loss of earnings in relation to this but this was considered too remote and not something that should be provided. It is standard practice in the industry to provide a standard payment where an appointment is missed and this was considered more appropriate. It was also found that there had been instances of poor customer service in relation to responses made in writing by SP. Further complaint was made that full advice as to products offered by SP had not been given when enquiries were made. As it was not possible to know what this discussion had involved and therefore how much information the advisor had no criticism was made in this respect. SP had provided a goodwill gesture in respect of what C considered added cost as a result of this matter and this was seen as appropriate.

SP was required to provide a letter of apology in relation to the poor customer service experienced and to provide a further goodwill gesture in respect of the customer service issues identified in the investigation.

8.2

C claimed to have returned the phone to SP, but SP said it did not receive it. Despite C providing proof to SP C received no response from SP. SP advised the Ombudsman that a refund had been made to C. The Ombudsman found SP did not take ownership of C's complaint from the outset. Although SP claimed to have refunded C the Ombudsman was of the opinion that this was not received by C since all SP letters to C asked C to contact it to arrange a refund. Since C claimed not to have received the letters SP was

asked to ensure that C received the refund. The Ombudsman also required SP to provide C with an apology for poor customer service levels and in recognition award a goodwill payment, provide assurance that the account had 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.

8.3

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

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

8.4

C agreed to a more expensive price plan that included charges for VOIP and broadband. SP sent the appropriate equipment, but C experienced connection problems. C called SP numerous times, and wrote several letters, but the issue remained unresolved.

SP confirmed it had contacted C and agreed to provide a refund. It stated that although it was willing to place C back to a previous price plan, it may not be able to do so, but agreed to provide C with details of price plans appropriate to C's needs and budget.

The Ombudsman considered SP's offer to be reasonable. However, SP's failure to fully investigate C's connection issues or respond to C's letters was considered to be reflective of a shortfall in customer service. SP was required to send a letter of apology, apply a credit as a gesture of goodwill; refund the higher charges C had incurred and to contact C to offer advice about its price plans.

8.5

C had top up charges for two mobile phones paid through an account with SP. Following problems with this system C instructed to SP to cancel these payments as top ups would be applied and paid for manually. SP continued to take these payments but the credit was not applied to C's mobile phone accounts. A number of letters were sent to SP but there was no proper response provided. Prior to the investigation taking place SP did attempt to correct matters and provided a refund of the outstanding monies. SP accepted that there had been poor customer service. It was considered important that C should be able to all payments made had been either credited or refunded.

SP was required to provide a letter of apology in respect of the poor customer service experienced, provide a full history of all payments received in respect of mobile phone top up charges and a demonstration of where these were applied or refunded. Any money that had not been refunded and were not used to credit the mobile phones were to be accounted for and refunded and SP was required to provide a small goodwill gesture in the form of a credit to C's account.

8.6

C complained that SP delayed in completing installation of a new service. C complained but got no resolution from, who maintained the services of the previous provider in the meantime. When SP visited it disconnected C's existing services in error. SP offered to make various goodwill gestures, but C also complained of poor customer service.

The Ombudsman considered there had been unnecessary expense for C and that they had experienced poor customer service. SP was required to ensure it has completed the goodwill payments; reimburse C for their verifiable costs and make an apology for the shortfall in customer service.

8.7

C requested SP carry a telephone number to a new address. Initially C was told that this could not be done but later it accepted that this was not correct and arranged this. This poor advice caused C much inconvenience. Further, when dealing with a broadband issue C was assured that there was no fault on the line and that the fault lay in C's equipment. A consultant was employed who found that this was not true. When SP was contacted again it accepted that the fault lay with its line. Again this was considered poor customer service which on this occasion led to C being put to unnecessary expense.

SP was required to provide a letter of apology for the poor customer service experienced in this case, provide the direct contact details of a member of staff that will take ownership of this matter and this person was to contact C to establish that all problems were now resolved in relation to the problems experienced and to arrange the supply of the consultant's invoice. Upon receipt of the consultant's invoice SP was to reimburse C for this expense in the form of a cheque and provide a goodwill gesture in respect of the two issues investigated.

8.8

C had a fault with the landline and broadband service for over five weeks. C says SP did not call back or answer emails and correspondence sent in. C also says was not offered call diverting and then it appeared to be going to another customer. C has been offered compensation but seeking more.

SP acknowledges the fault was abnormally long in resolving and apologies for any inconvenience this may have caused. SP acknowledges that it could not find C

correspondence and considers if C did not get a response this was a shortfall in customer service. SP has made an offer of compensation which it considers to be reasonable.

The Ombudsman retained offer of compensation made by SP but made a further award due to various shortfalls in customer service.

12.0 Disputed Charges

12.1

C telephoned to change the call plan and SP cancelled the account in error. C received a sorry you are leaving letter and contacted SP to confirm the cancellation and wrote to request an explanation. C received no reply and received the final bill. C wrote again but still received no reply and paid the final balance by cheque with an accompanying letter of complaint. C then received a letter from a debt collection agency and wrote again to complain. C received no reply and complained to Otelo.

SP acknowledged that there had been shortfalls in customer service. SP had failed to provide call backs and failed to respond to letters. It had also failed to credit the payment to C's account resulting in the account being referred to a debt collection agency.

The Ombudsman required SP to provide a goodwill payment in recognition of the shortfall in customer service and to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

12.2

C had a telephone calls with SP. C said that SP charged for termination of line rental when C had never had line rental with SP. SP referred the case to debt collection. C sent a letter to SP but received no reply.

SP advised that charge was for services used, not termination of line rental, but it had waived charge as goodwill.

The Ombudsman considered that the C experienced a shortfall in customer service as the SP failed to respond to C's letter. However, as the SP had waived the charge for goodwill, the Ombudsman did not require any further action from the SP.

12.3

C was told that broadband would be free but then incurred monthly service fees. The Supplier said that C had been charged incorrectly. C also complained about a telephone

fault but the Supplier stated this related to equipment in C's home supplied by an alternative provider. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had addressed C's telephone fault in an appropriate manner and it was not accountable for the fault. However, the Ombudsman was disappointed that C had been incorrectly charged for broadband. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to refund broadband charges and make a goodwill payment. The Supplier was also required to write a letter of apology.

12.4

C rung to cancel a mobile phone with the SP as was under the impression the contract had expired. C was advised they had received an upgrade so could not cancel without incurring cancellation charges. C disputed that they had accepted an upgrade. C wrote and emailed SP on numerous occasions not always receiving a response. SP eventually cancelled the account but then SP started up another account in error. C in dispute over charges made on old account by relative after account should have been cancelled. C wanted both accounts cancelled and charges waived.

SP confirms old account cancelled but C remains liable for call charges. SP confirms happy to cancel new account and confirms no charges on there.

The Ombudsman required SP to cancel new account and to write to C confirming both accounts cancelled and no outstanding balance on new account, made an award of goodwill for customer being misadvised and for correspondence and emails not being responded to.

12.5

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.

12.6

C took a mobile phone abroad and made calls to international destinations. When C returned home C was alarmed to find the charges SP had applied for the calls. C complained to SP that C believed C's Subscriber Identity Module (SIM Card) (a portable

memory chip used in models of cellular phones) had been “cloned” (copied) and used. C disputed the charges raised and asked SP to provide information about numbers and account holders that had made calls to C. SP explained how the charges had been calculated and maintained that they were correct. C complained to the Ombudsman.

The Ombudsman commented that had C’s SIM Card been cloned then C must have lost possession of the Card (or handset containing it) at some time. A fraudster need to have possession of the Card to copy it. C had not used a Personal Identification Number (PIN) to prevent unauthorised use and if the Card had been cloned charges arising from its use rested with C. The Ombudsman was also satisfied that the correct international roaming charges had been calculated and applied to C’s bill and they were valid.

However, the Ombudsman did find that there had been a shortfall in customer service on the part of SP not providing C with a written response addressing all the issues C had complained about. The Ombudsman directed SP to make a small goodwill gesture to C and to send C a letter of apology in recognition of this.

12.7

C says they cancelled his mobile contract but this was not done till a few months later. C would like not to be responsible for the outstanding rental. C complains of unanswered letters.

SP states it did not receive the original cancellation request and considers C should remain responsible for monies owing on the account. SP also does not consider there has been a shortfall in service.

The Ombudsman found evidence of customer service shortfalls and required SP to apologise for these. It was also required SP backdated rental to when C’s contract ended.

12.8

C contacted SP to dispute charges raised and for services not received. SP stated that the charges raised were correct.

It was concluded that that the charges chased by SP are warranted on the basis that C made use of the landline service. Therefore all debt collection activity was warranted. However, C experienced a delay in SP actioning the cancellation request, providing a MAC and a poor response to contacts and letters sent. C also spent a vast amount of time chasing SP and the company failed to take direct ownership of the complaint. These were clear service shortfalls.

As a goodwill gesture, SP was required to re-call the debt from its collection agents, clear the balance in full, confirm that the account is closed with a nil balance and send a letter of apology

12.9

C used equipment in order to divert C's calls over SP's network rather than that of C's line provider. However, C noticed C was being charged by both providers. C complained to SP and it was later established that some of C's equipment had been disconnected earlier. However, C remained unhappy with SP's response and that further calls were being carried over the other provider's network.

The investigation concluded that some of C's calls were not being routed correctly simply due to the fact that the necessary equipment had been disconnected for a short period. In relation to the further calls, it transpired that these were on a different number. However, the investigation did find that C had received an element of poor customer service from SP in relation to its delayed response to the complaint. Therefore, it was proposed that SP applied a small goodwill payment to C's account in lieu of this.

12.10

C received a bill with unrecognised calls. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP offered to make a credit due to the delay in dealing with the case.

This was considered generous by the Ombudsman who could find no reason to reduce or waive the disputed charges that, on the balance of probabilities, had been made by a third party, possibly without C's knowledge. No further action was recommended.

12.11

C disputed charges for calls to PRS numbers. SP placed a PRS call bar on the account, but maintained the call charges as correct. As C did not dispute charges for other calls made, SP considered there was no fault with its call recording equipment. C was unhappy with SP's response and requested a deadlock letter, which SP issued.

The call data provided showed call to other numbers had been made around the same time as the calls to the PRS numbers. C did not dispute the non PRS calls. It was considered that there was no evidence to suggest SP's equipment had recorded the calls incorrectly, and the available information indicated someone in C's household had made use of the telephone around the time the PRS numbers were dialled. The Ombudsman considered the call charges were accurate and should be maintained. SP was not required to take any further action.

12.12

C challenged the billing on the account in respect of calls to premium rate services. The line was checked and no fault was found. This was accepted as only calls to premium rate services were challenged and where there is a fault it is expected that a variety of calls will be challenged. C had started a process with ICSTIS, the premium rate services regulator but had not completed the process. It was recommended that this process be

completed. SP accepted that its Local Loop Unbundling process had caused extended loss of telephone service and that it had failed to refund a fee for a broadband modem that had not been provided. This was viewed as poor customer service.

SP was required to refund any line rental paid for the period where the telephone service was lost; provide a refund of the broadband modem charge and provide a goodwill gesture in respect of the inconvenience and poor customer service experienced. Credits and refunds were to be provided in the form of a credit to the account.

12.13

C disputed the final bills received from SP. C had paid one final bill but was then chased by a debt collection agency for payment of a second final bill. C wrote to complain but did not get any reply or explanation. C complained to Otelo.

SP explained that one final bill related to a Caller Redirect service applied to C's previous number following a house move. The other final bill related to services at the new address when C transferred to another provider. SP had closed the account.

The Ombudsman considered that SP had failed to respond to C's letters and that this was a shortfall in customer service. The Ombudsman required SP to provide a goodwill credit for the outstanding balance in recognition of the shortfall in customer service.

12.14

C disputed fee with SP with regard to a call plan as C said had not agreed for the plan to be active more than 12 months. SP said that C agreed to the plan in 2004. At the end of the first 12 month term SP sent C a letter asking C to call within 28 days if C did not wish to continue with the plan. SP also sent another letter in 2006. C did not respond to cancel the call plan. C then did not reach the agreed call spend and so was charged a fee by SP. SP said it maintained the fee as correct.

The Ombudsman said it was clear that SP had sent C letters in good faith about the call plan. SP could not be held accountable if C did not receive the letters. As an amicable resolution the Ombudsman required SP to remove the fee and to recalculate the bills based on standard rates. SP to then advise C what C owes SP.

12.15

SP discovered that a default had been registered on credit reference files as a closing balance had not been paid after an account had been closed. This was discovered some time after the closing of the account. When challenged the SP said that notice had been sent to C by e-mail. This was disputed and as SP had not provided any copy e-mails to support this. On the balance of probabilities it was found that proper notice had not been provided to C. Having found this it was considered poor customer service that SP had not taken adequate steps to either notify C of the situation and then had not taken appropriate steps to correct the situation.

SP was required to provide a letter of apology in respect of the poor customer service experienced, provide a goodwill gesture (in the form of a cheque) to reflect the poor customer service experienced, to correct any damage caused to any credit reference files held in relation to C and to confirm in writing the steps taken to correct matters and that the circumstances of this dispute have not damaged C's credit history.

12.16

C complained about the non Direct Debit charge. C telephoned and wrote to SP but received no reply. C complained to Otelo about the poor customer service.

The Ombudsman considered that SP had responded to C's complaint and had sent a full explanation and that C had been provided with a copy of the Terms and Conditions at the time of entering into the contract. The Ombudsman did not require any further action.

12.17

C disputed a promotion offered by SP regarding cheaper calls. C says the calls were not cheaper through new SP. Under this promotion if proved C would have been entitled to a financial award. C also had unanswered correspondence.

SP advised C was not eligible to enter the challenge but made an award to customer as a goodwill gesture. SP also offered an apology for poor customer service levels and any misunderstanding which had surrounded this.

The Ombudsman required SP to offer an apology and make a further goodwill gesture as it felt the whole situation could have been avoided if SP had responded to C in the first instance.

12.18

C received bills from SP showing charges for Premium Rate Service (PRS) calls. C complained to SP about the charges and SP advised C that they had been raised through calls made to television competition lines. C would not accept this and complained to the Ombudsman.

The Ombudsman noted that C did not dispute calling PRS numbers but disputed the number of occasions this occurred. The Ombudsman was satisfied that the calls had been correctly raised, they were valid and C was responsible for them. However, C noted that there had been a shortfall in customer service because SP had not provided C with greater information about these calls when C first called to query the bill and directed SP to send C a letter of apology and to make a goodwill gesture in recognition of this shortfall in customer service.

12.19

C had two SIM only contracts with SP and then contacted SP about two mobile handsets for these. However, C found that C had been charged for the handsets and that the tariff had been changed. C maintained C had not agreed to this. C complained to SP and although credits were applied the account, C remained unhappy.

SP provided a copy of the initial sales recording for investigation. From this, the investigation was satisfied that C was offered two handsets and was advised of both the contract price and sale price of them, which C had agreed to. Following C's complaint the investigation also found that SP had applied credits despite C having clearly agreed to the contracts and charges. Although elements of poor customer service levels, such as failed call backs, were also detected, the investigation was satisfied that the actions SP had already taken were fair and reasonable recompense. Nevertheless, SP was still required to retain its previous offer of releasing C from the contracts upon C returning the handsets, providing C with an apology, applying a text message facility C had initially requested, and also completing a Subject Access Request for C, without charge.

12.20

C complained that SP had applied incorrect charges following theft of a handset. SP investigated and suspended the account upon the loss being reported by C. However, there was a delay, as is normal, before disputed charges were applied to C's account.

The Ombudsman reviewed the account details from SP and the Terms and Conditions, but could find no reason to cancel any of the disputed charges. SP did not appear to have broken its terms.

12.21

C disputed 0844 calls billed by SP. SP maintained as correct and advised C to contact internet dial up service provider. C disputed this as had broadband with SP. C sent several letters to SP to dispute the calls but received no response except letters maintaining the calls as correct. C requested that SP remove the disputed charges and reconnect C's line. SP said that the calls were to C's internet dial up service provider and were charged correctly.

The Ombudsman said that after review of the information provided it was clear that the calls were to C's internet dial up service provider. It was also noted that these calls were not charged for again after C had broadband installed. C was therefore liable to pay for the calls. The Ombudsman noted that SP had responded to the letters it had received and so could find no evidence of poor customer service. The Ombudsman required no further action from SP.

13.0 Equipment

13.1

C purchased a mobile phone and entered into an airtime contract with SP. C complained that the phone was faulty and SP replaced it as a goodwill gesture as the retailer refused to exchange due to a scratch on the case. SP then incorrectly sent bills to the delivery address. C complained but SP failed to correct the billing address error and the SP provided a goodwill credit. C refused to pay without a bill. C also complained that the replacement phone was faulty and wanted to change the tariff. SP offered a repair but refused to change the tariff until after the minimum period had elapsed. C complained and SP offered a replacement handset and a goodwill payment. C complained to Otelo and wanted to terminate the contract without penalty.

The Ombudsman considered that C was responsible for ensuring that the bills were paid and considered that SP had made a generous offer to C. The Ombudsman required the SP to fulfill its offer.

15.0 Faults (Line)

15.1

C's service was lost for over one month during which time a baby was born and difficulties were experienced by C. Additional costs were experienced by C who was not able to take advantage of such things as internet banking which caused late payment fees to be charged. C sought compensation from SP for these extra expenses and distress caused. SP had provided a line rental refund which was slightly less than should have been provided and a goodwill gesture to C. The goodwill gesture was found to be unsatisfactory by C as it did not cover all the costs. The parties were bound by a contract which excluded any liability for any expense incurred due to loss of service. It was held that the Ombudsman service could not be used to avoid the Terms and Conditions of this contract. SP had offered a small goodwill gesture due to its failure to provide all line rentals that should have been refunded.

SP was required to provide the small goodwill gesture it had offered.

15.2

C had a fault on their line and there was a long delay before it was fixed. The Supplier stated that it was reliant upon a third party to resolve the fault. The Supplier refunded line rental for the period the fault existed and made a goodwill payment. C remained unhappy with the compensation. C experienced a poor level of customer service.

The Ombudsman considered the Supplier's compensation to be reasonable. However, it was clear that a shortfall in customer service had occurred. The Supplier was required to make an additional goodwill payment and write a letter of apology.

16.0 Financial Loss

16.1

C claimed that a business account was ordered but a residential account was provided. This led to business losses not being claimable after a fault was experienced. There was nothing to support this claim and further the welcome pack showed that a residential service had been ordered and the subsequent bills showed (and charged for) a residential service. No reason was found for offering compensation for business losses. The fault itself was found to have been dealt with properly and therefore SP was required to provide the goodwill gesture that it had previously offered. This had been refused as C still sought business losses.

19.0 Installation

19.1

C took out a new broadband package with SP. C called the SP to advise that username on account was incorrect. SP said it could not be changed. The C said if this is the case, C may have to cancel the account and asked to speak to Customer Relations. The advisor put C on hold, and then 10 minutes later came back on the line to say the service was cancelled. The customer says never wanted this and had to wait 30 days before C could get broadband with another provider.

SP said was still investigating whether it had a copy of the sales call.

The Ombudsman considered that the SP should have been able to establish whether it had a copy of the sales call as months had passed. The Ombudsman was of the opinion that C's account was correct and SP had cancelled the service against C's wishes. The Ombudsman required SP to make a goodwill payment and apology to C.

19.2

C complained to the SP about incorrect installation dates being provided at the point of sale, in addition to the company failing to provide a working broadband service as part of the combined service agreement. It seemed clear that a number of attempts had been made by C to resolve this matter, although the information provided suggests that the SP had provided the telephone and broadband services separately and not as part of a combined offer. It was established that the SP had failed to provide an adequate level of customer service, failing to respond to C's letters in the process.

C also complained that they were unable to get through on the busy lines, and on review the SP agreed to allow C to cancel the broadband services without penalty as a gesture of goodwill. However due to the doubts surrounding the original offer made, it was concluded that all charges applied to the broadband account should also be cancelled

as a gesture of goodwill. In resolution the SP was required to send a letter of apology for the poor customer service provided and make a further goodwill credit to the account in consideration of this point.

19.3

C ordered telephone and broadband services from SP. There was a delay in SP provisioning the telephone service and it failed to complete the broadband request. However, C received bills from SP for a call-out visit for an Engineer to install the broadband and for the service itself. C disputed the charges and asked for the broadband service to be provisioned. SP failed to respond to C's complaints and over an eight month period C went without the enjoyment of a broadband service. C complained to the Ombudsman.

The Ombudsman commented that as C had not received the broadband service it was wrong for SP to charge C for it and to apply a call-out fee. The Ombudsman directed SP to credit all broadband charges applied to the account and to endeavor to provision the service as soon as possible.

The Ombudsman also commented about numerous shortfalls in customer service in the case in the manner in which SP had maintained C's accounts and failed to respond to letters of complaint. In recognition of these shortfalls the Ombudsman directed SP to make a goodwill gesture to C and to send C a letter of apology.

20.0 International Call Charges

20.1

C asked SP to apply a service on to C's mobile phone account to allow C to make reduced cost calls while abroad. SP failed to apply the service to C's account. C was therefore overcharged for international calls. C complained. SP applied a credit to C's account to recognise the overcharging and an additional credit to recognise the inconvenience caused. C was not satisfied with the amount C received.

Although it was clear that an error had been made, the Ombudsman decided that SP's attempt to resolve the complaint was reasonable. No further action was required.

24.0 Mis-selling

24.1

C contacted SP to complain about being miss-led by its sales advisor. C added that a poor reply was received to the contacts made. SP stated that there was no evidence of miss-selling but offered a credit to address the costs incurred in calling the company.

It was concluded that there has been no clear evidence provided to show that C had been miss-sold or miss-advised by the SP Sales Advisor. However, C has not been shown a level of service normally expected with regards to the contacts with SP and not had a reply to sent correspondence. This was a service shortfall. SP was required to offer C a goodwill gesture payment, by cheque, for the overall poor experiences to date and send a letter of apology.

24.2

C agreed to a contract for services with SP but claimed that SP failed to provide it as agreed. C asked to be released from the contract but SP requested payment for services provided by a third party. C complained that SP had not indicated that the agreement would be with a third party. C asked for the service to be returned to the previous service provider and for the contract to be cancelled and all charges cleared. C explained that as a result of a short period of service downtime, significant business losses were incurred.

As SP failed to provide any evidence in support of its handling of the complaint, there was no reason to doubt C's claims. SP was required to cancel the contract without charges, allow the transfer back to the previous service provider and issue a written apology. C was advised to seek legal advice if C wished to pursue compensation of business losses, as the amount exceeded that which the Ombudsman could award.

27.0 Number Porting

27.1

C contacted SP with issues relating to delay in SP supplying a PAC. C added that a poor reply was encountered when contacting SP. SP acknowledged the delay and poor reply and offered a goodwill gesture.

It was concluded that C has encountered a delay in transferring the mobile number to another chosen provider and not been shown a level of service normally expected with regards to the contacts made with SP. However, SP has acknowledged C's poor experiences and offered a goodwill gesture which is considered to be reasonable in this case. SP was required to maintain its offer of a goodwill gesture payment, by cheque and send a letter of apology

28.0 Payments

28.1

C found that the account had been restricted despite payment being made. SP claimed that the payment was made late and that when the cheque was received it was allocated to another account. This meant C received incorrect bills. SP apologised and offered a goodwill credit.

The Ombudsman found that C had received a shortfall in service levels, but was of the opinion SP's offer was fair and reasonable. C was recommended to accept SP's offer. SP was required to provide C with an apology.

28.2

C contacted SP to close an account and receive a credit for the remaining balance. C adds that a poor reply was received. SP accepted a service shortfall.

It was concluded that C had been inconvenienced with regards to the attempts to closing the old account and to receive the outstanding credit. C was also miss-advised by SP and not shown a level of service normally expected from the company.

SP should send C the disputed refund as a matter of urgency including a additional goodwill gesture payment, confirm that the account is closed and send a letter of apology

32.0 Refunds

32.1

In summary the Ombudsman requires SP to remove the broadband marker from the line; recall the account from the debt collection agency; close the broadband account and recalculate the effective closure; remove all charges generated after the new effective date of closure in goodwill (maintaining all charges before the closure date); make a goodwill gesture in light of the customer service issues and costs incurred; and issue a formal letter of apology.

32.2

C contacted SP to receive a refund of overdue payments and did not receive it upon request. C added that a poor reply was received from SP. SP accepted that a delay had occurred and offered a goodwill gesture to C.

It was concluded that C has experienced delays in receiving an owed refund and also not been shown a level of service expected when attempting to resolve the complaint. These were clear service shortfalls.

SP should offer C a refund, by cheque, which includes the promised refund, line rental refund and goodwill gesture and send a letter of apology

34.0 Service Transfer

34.1

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.

34.2

C transferred away from SP for calls. SP did not action the request since it received no notice from C. SP acknowledged it received a cease order from another service provider, but stated it did not action this as it was taking a precautionary measure to prevent slamming. Furthermore, it stated that it required notice in accordance with its terms and conditions. SP provided proof that it wrote to C about this.

The Ombudsman could not criticize SP due to SP taking reasonable measures to prevent slamming. It was considered that SP should have also written a letter to C when it re-applied the service since C would have been unaware of this. SP was required to provide C an apology for inconvenience caused and a goodwill payment.

34.3

C arranged for C's landline service to be transferred from SP to another provider. For a few days, the new provider charged C for calls before the account reverted back to SP. C complained that SP had "slammed" C's telephone services. SP denied this, and informed C that the new provider had failed to organise the transfer properly.

The Ombudsman agreed with SP that the evidence suggested that the new provider had not completed the transfer of C's services. It was felt that it was understandable that C had not known who was responsible for the problem, and therefore SP was required to

remove a late payment fee added to C's account when C was disputing the charges as a goodwill gesture.

35.0 Stolen/Lost

35.1

C lost mobile abroad and claimed to have sent SP an online form reporting the phone stolen. SP claimed it did not receive this form. C refused to pay charges incurred on the account. SP offered to reduce the bill to have. The Ombudsman was of the opinion that SP's offer was fair and reasonable since no proof was forwarded by C.

37.0 Technical Support

37.1

C could not connect to SP's dial up internet. As C was hard of hearing C sent four letters of complaint to SP but received no response. C requested a working service and any further compensation the Ombudsman saw fit. SP failed to provide a case file and so its views were not taken into account.

The Ombudsman said based on the information provided that it could not be known what the connection problem was. The Ombudsman however viewed SP's lack of response to C as poor customer service as it had evidently received two of C's letters. SP was required to contact C to resolve connection problem and refund C with all rental paid. SP also to award a nominal goodwill payment.