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1.0 Auto Diallers

1.1

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

The Ombudsman did not consider SP had been at fault but requested that SP provide a repayment plan to ease repayment of the debt.

1.2

C disputed the PRS call charges. Despite numerous contacts with SP the charges were maintained. The Ombudsman welcomed SP's proposal to clear the charges and considered this to be fair and reasonable in light of the poor service C had received. She required no further action from SP.

1.3

C received a bill from SP that contained a number of Premium Rate Service (PRS) charges that C maintained C did not make. C complained to SP about the charges however SP maintained the charges throughout. C was later disconnected by SP for non payment and continued to complaint, but was not satisfied with SP's response. The Ombudsman found that the PRS calls were both chargeable and correct and was satisfied that SP alerted C to the calls at the earliest possible opportunity. Furthermore, the Ombudsman was also satisfied that SP ad provided C with the correct and relevant information regarding the calls and also how to prevent such calls in the future. The Ombudsman considered that SP was within its rights to disconnect C's service as C had not paid any of this bill, despite having been advised previously by SP to pay only the undisputed costs. However the Ombudsman did find that C did not receive any detailed response to C's letters to SP's Chairman's office resulting in delays as well as C having to send SP chaser letters for a response. Although the Ombudsman was satisfied that the disputed calls were chargeable and correct, she did require SP to provide C with a letter of apology and a small credit to the outstanding balance, for its delayed response.

1.4

C disputed PRS call charges made to a voting line. SP stated that a bill affecting fault had not occurred and carried out a thorough investigation. SP maintained the call charges but offered C a goodwill credit. C refused SP's offer.

The Ombudsman was of the opinion that a bill affecting fault had not occurred in this instance. The Ombudsman found SP's goodwill offer to be reasonable and she now required SP to fulfil that offer.

1.5

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to the line. With regard to the outstanding balance on the account the Ombudsman considers C to remain liable. She requires SP to take no further action in light of this complaint.

1.6

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to the line. With regard to the outstanding balance on the account the Ombudsman considers C to remain liable. She requires SP to take no further action in light of this complaint.

1.7

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been charged correctly. SP acknowledged its delay whilst investigating C's issues. SP awarded C a good will gesture in recognition of its poor customer service and its delay in responding to the complaint.

The Ombudsman accepts SP's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires SP to take no further action in light of this complaint.

1.8

C was contacted by T to say that a bar had been placed on C's line, as T suspected that a rogue dialler had generated some of the calls that were showing on C's unbilled calls. C complained to T about the charges by letter and over the telephone, but T failed to respond adequately to C's complaint.

The Ombudsman concluded that C was liable for the cost of the disputed calls, as the calls were generated by C's equipment. The onus was on C to ensure that C's computer was protected from such scams and viruses. However, T was required to provide a credit to C's account for the delay in providing C with adequate information and for the delay in responding to C's complaint. T was also required to check that C's account was cancelled on a certain date.

1.9

C disputed international and 0871 calls with SP. SP maintained as rogue diallers. C unhappy with this response and continued to send letters to SP. SP delayed responding.

The Ombudsman said that C had been a victim of rogue diallers. SP correct to maintain calls as payable. The Ombudsman viewed the delayed response as a shortfall in customer service and required SP to credit outstanding balance with a nominal goodwill payment.

2.0 Billing

2.1

C took a telephone service with SP. Bills were not delivered when they were due and despite many calls chasing the bill SP continued in failing to provide one.

The Ombudsman found that SP had delivered poor customer service and required it to provide a goodwill gesture, apology and an assurance that billing would be delivered regularly and on time.

2.2

C received a bill from SP that was higher than expected. C complained that a rounding up of charges had been maintained by SP. SP refuted this and quoted from its Terms and Conditions to demonstrate the information that was available for C and stated that charges were correct.

The Ombudsman reviewed the Terms and Conditions and the billing information provided by C, but could find no justification for the complaint levelled at SP. She did not require any further action to be taken by SP.

2.3

C asked SP to transfer a service to a new address. SP failed to transfer the service but advised C that it had been done when queried. C was billed by another provider and complained to SP. C asked SP to refund the difference in charges but SP claimed that it was the fault of the other provider. C asked to escalate the complaint but SP failed to respond adequately or promptly.

The Ombudsman was of the opinion that SP was at least partly at fault for the failure to transfer the service for C. She was also of the opinion that there had been a shortfall in service. SP was required to issue an apology and goodwill payment for the inconvenience and to cover the difference in call charges between SP and the other provider.

2.4

C contacted T with issues relating to being mis-sold a tariff, disputed charges and poor customer service. T maintained the charges as correct and that they related to 0845 and 0870 numbers which were chargeable on the package.

The Ombudsman finds that C has received a shortfall in service.

On the balance of evidence provided, the Ombudsman was satisfied that T had clearly demonstrated that charges for 0870 and 0845 number were chargeable on the tariff agreed by C within its welcome pack and terms and conditions. It was clear that C has used 0870 and 0845 numbers and therefore, the call charges are valid. However, C did not receive a level of customer service normally expected and this is a shortfall in service.

Therefore, T was required to send C a full and clear breakdown of the billing and offer a credit of against the outstanding balance along with a letter of apology for C's overall poor experiences. Also, as C has made a request to the Ombudsman for the transcripts to be supplied, they should be provided to C (if available).

2.5

C contacted SP to cancel the telephone service, but C continued to receive bills. C contacted SP and SP confirmed that there had been a billing error. However, as C continued to receive bills, C complained in writing to SP and the matter was resolved. C requested compensation for the stress and inconvenience caused by SP. SP stated that C had failed to pay for the last two months service and therefore C had received adequate recompense as SP had cleared and closed the account.

The Ombudsman required SP to confirm the amount cleared from the account as a goodwill gesture and requested that C provide additional information to support C's claim that C had contacted SP prior to the date stated by SP. If further evidence was provided by C, the Ombudsman confirmed that her Final Decision may be changed to reflect this.

2.6

In error, C cancelled a Direct Debit to SP. The account went into arrears and the service was suspended for non payment. C wrote to SP and explained the circumstances, but SP continued to pursue C for payment. C complained to SP, but C was unhappy that SP did not respond to one letter and that two goodwill offers were not sufficient recompense for the poor customer service received. SP had also passed the debt to a debt collection agency and C was being pursued for payment.

The Ombudsman understood that SP had not been sympathetic to the issues raised by C, but C had also not made any attempts to make payments to SP. The Ombudsman agreed that there had been some poor service in this case, but she could not criticise SP for pursuing C for payment of the outstanding amount owed on the account. SP was required to re-offer the second goodwill amount and provide C with a letter of apology.

2.7

C had problems with the broadband service and also had difficulties with paying some of T's bills. C was offered payment plans by T, but did not keep up with all the payments. C complained to T about poor customer service and billing problems and T responded to all but one letter. C's service was transferred to another provider, but T failed to send C a confirmation letter.

The Ombudsman concluded that C had received some poor service from T, but C was liable for the outstanding amount owed to T. A small goodwill credit was required by T and T was to supply C with a full breakdown of the account.

2.8

C contacted SP with issues relating to being mis-advised regarding Direct Debit payments, and poor customer service. SP accepted a delay in responding to C, and offered a credit for the misunderstanding of the Direct Debit payments.

The Ombudsman considers that on the balance of evidence provided C had been inconvenienced regarding the payments taken from the account. However, she is satisfied that SP has now addressed C's issues in full by applying a credit and offering its apologies.

Therefore, SP should send C confirmation in writing that the credit had been applied to the account along with a full apology.

3.0 Broadband

3.1

C complained to the SP after the broadband service stopped working. The SP advised that this was due to cabling problems in the area and told C that it was unwilling to repair the line as the cost was prohibitive. C was unhappy with this point and continued to call and send letters. C was unhappy that some failed to receive a reply and asked for the SP to provide compensation on both issues.

The Ombudsman appreciated why the SP had decided to not repair the cabling and advised C that this was a commercial decision over which she had no jurisdiction. However she accepted that there were some customer service issues and that C should receive an answer to the problems experienced. In resolution she required the SP to send a letter of apology, provide a detailed report of the problems, make a full refund of all broadband charges since the fault occurred, and make a further goodwill credit.

3.2

C requested a broadband service from the SP, but it was unable to provide the service at the required speed. The SP then provided an unwanted slower speed service which C did not want. C requested for this to be cancelled, with the SP acknowledging this request and terminating the service without penalty. C remained unhappy as the SP maintained the previous charges should be paid. C stated that they had not used the service and also complained about the costs incurred trying to resolve the dispute. The SP was unable to provide a copy of a telephone call that would have clarified if and when C first requested cancellation.

The Ombudsman concluded without a recording of the telephone call, that C had requested immediate cancellation of the broadband service after the SP failed to provide the faster speed service. She also concluded that it was unreasonable for the SP to apply charges on this basis, and considered that C may have failed to receive an adequate level of customer service. In resolution the Ombudsman required the SP to send a letter of apology, ensure the broadband account and all charges were fully cancelled, provide a refund of any payments made in respect of the broadband service, send a goodwill cheque, and provide written confirmation of all actions.

3.3

C agreed to a broadband service from the SP, but was unable to connect using the modem. The SP provided another but this made no difference. C repeatedly asked for the account to be cancelled and the marker removed from the line, but the SP advised C that they were in a contract. As a gesture of goodwill the SP agreed to cancel the contract without early termination fees, but there was a delay with this action. The SP maintained the charges to this point as correct and C remained unhappy highlighting that some telephone costs had been incurred.

The Ombudsman appreciated C's frustration but was unclear if C had given the SP full opportunity to resolve the problems. She welcomed that the SP had cancelled the account without penalty but she felt that avoidable delays had occurred, as well as there being some customer service issues. With this mind, the Ombudsman required the SP to send a letter of apology and provide written confirmation of the account cancellation, with the full outstanding balance also being cleared and line marker removed, as a gesture of goodwill. Without clear evidence of the advice sought by C, the Ombudsman concluded that further costs could be considered.

3.4

C contacted SP with issues relating to cooling off periods, contract cancellation, and broadband, poor customer service. SP maintained that C had cancelled the cooling off period as the broadband service was used thus invalidating it.

The Ombudsman was satisfied that C is bound by the 12 month minimum term agreement for broadband services as the service was, which in effect, stopped the cooling off period. C also did not contact Toucan within the cooling off period.

The Ombudsman recognised the inconvenience C had experienced and required SP to offer C three months free broadband service as a goodwill gesture along with a letter of apology.

3.5

C's broadband service was delayed. C sent letters to Sp to complain. Service was activated and C had connection problems. C requested cancellation without penalty. SP said service was delayed due to C's previous provider not releasing the service.

The Ombudsman could find no grounds for the contract to be cancelled without penalty. She was however concerned with instances of poor customer service and so requested that SP credit account with a nominal goodwill payment and investigates C's connection problems.

3.6

C contacted SP with issues relating to disputed charges, broadband and customer service. SP maintained the charges as correct as C had cancelled the telephony service which was a package charge with a broadband service. This resulted in an increase in charges for the broadband service.

The Ombudsman was satisfied that SP was warranted in raising the charge for the broadband service as C had initially entered into a package agreement for broadband and a telephony service. However, upon attempting to resolve the issue C has not received a level of customer service normally expected.

Therefore, SP was required to offer C a credit against the broadband charges, along with a letter of apology.

3.7

C subscribed to SP's broadband service. SP was unable to provide it because C's line was unable to support a broadband connection. C complained that as C's neighbours had broadband, C should also be provided with the same service. SP reiterated that it was unable to provide broadband. A few months later one of C's neighbours cancelled a telephone line. C contacted SP and asked if it was now possible to provide broadband. SP agreed to try to provide the service. C was not able to provide a connection. SP initially insisted C was now in a 12 month contract. SP later accepted that C could cancel C's account and refunded all charges.

The Ombudsman was of the opinion that SP was not obliged to provide broadband to all customers, and that C was not entitled to demand this. She required SP to confirm whether or not it was now possible to provide broadband. She also decided that C had received poor customer service on occasions and required SP to make a goodwill payment to C to recognise this.

3.8

C took out broadband and a telephone service with SP, but C was unable to access broadband. C contacted Technical Support, but they were unable to resolve the problem. There was also a fault on the landline and C was inconvenienced for two days, but C was able to divert calls and did not lose the service. C complained to SP that the software supplied by SP had corrupted files on C's computer. However, there was no evidence to support C's claim. SP offered to waive any early termination fee and to refund all broadband charges. SP also offered to send a letter of apology for any poor service received.

The Ombudsman concluded that SP should refund all broadband charges and the early termination fee. SP was also required to provide a small goodwill gesture and a letter of apology.

3.9

C had SP's broadband service but was experiencing difficulties and therefore requested cancellation. SP advised of an early termination fee and advised C to contact it to report the problem. SP agreed to send C a new modem, but C did not receive this for a number of weeks, despite several letters of complaint. SP credited C's account but C remained unhappy. C continued to complain to SP requesting further compensation and costs for having to use a dial up service etc. C sent several more letters of complaint but received no detailed response for a couple of months. SP eventually replied offering C a remedy that C rejected. From the evidence provided the Ombudsman was satisfied that C had experienced several shortfalls in customer service throughout the matter and as a result may have incurred costs and been inconvenienced. However the Ombudsman was satisfied that SP's final proposal to C was fair and reasonable recompense for this. The Ombudsman therefore required SP to carry out its proposed actions of closing C's account without penalty, refunding C's payments, refunding certain dial up costs, an added goodwill payment, and also to release C's line for an alternative supplier. That Ombudsman could not consider C's claim for loss of business in accordance with the Terms and Conditions of the contract in place

5.0 Cancellation

5.1

C was contacted by SP and C agreed to SP's service. However, C felt that SP had misinformed C and decided to cancel and not to accept the service offered by SP, but did not have any details from SP. SP later tried to enforce the verbal contract, but C complained to SP.

The Ombudsman concluded that, on the evidence provided, SP did not provide C with any information and therefore C was not given adequate opportunity to consider the terms and conditions of SP's contract. The Ombudsman required SP to provide C with a refund and a letter of apology.

6.0 Carrier Pre-Select

6.1

C stated that SP had failed to cancel the Carrier Pre Select (CPS) service and incorrectly charged C for disputed calls. C wrote to SP to query the billing, but SP maintained the charges. C later formally complained to SP, but no written response was received. However, SP did confirm that the CPS service had been disconnected.

The Ombudsman concluded that the disputed calls had been billed correctly. However, the service should have ceased early. SP had also failed to deal adequately with C's queries and complaint and therefore SP was required to clear the outstanding balance owed on the account and provide C with a goodwill payment by cheque. SP was also required to provide a letter of apology to C and confirmation that its and any third parties credit files had been amended to show that the debit had been cleared.

8.0 Customer Service

8.1

C asked SP for compensation following the loss of service for several weeks. SP provided a low level compensation in accordance with its policies. C considered the sum to be insufficient and made further requests. SP failed to respond appropriately and on occasions failed to respond at all. C complained about the poor service and SP eventually offered a further small goodwill payment. C remained dissatisfied.

The Ombudsman noted that the fault had been repaired and a further fault identified. In view of this SP was required to apply a second standard payment for the fault. SP was also required to credit the line rental for the period as a gesture of goodwill. The Ombudsman accepted that there had been a shortfall in customer service and that this had not been sufficiently addressed by SP. SP was required to issue an apology and apply an additional goodwill credit to C's account.

8.2

C was subject to debt collection processes even though the debt had been cleared. T failed to notify its agents, a firm of solicitors, to stop pursuing C. The Ombudsman criticised T for this failure to notify its agent of the up to date position.

The Ombudsman required T to provide a letter of apology, waive the small outstanding balance (that had built up after the initial debt was cleared), provide an additional small goodwill gesture and also recommended that T review its processes in relation to keepings debt collection agents fully instructed and up to date.

8.3

The Ombudsman concludes C suffered from a shortfall in customer service from SP. The Ombudsman considers it was unfortunate that work carried out by a third party affected C's services however acknowledges SP failed to provide adequate service to resolve C's telephone and broadband connection problems. The Ombudsman was disappointed to note SP failed to cancel C's dial-up and broadband services but welcomes the refund of the rental charges. The Ombudsman is satisfied that all overcharges for the services have been refunded to C and that the refund included a goodwill gesture for the inconvenience C experienced. However, in light of the service issues raised on the case the Ombudsman directs SP to make a further goodwill gesture payable by cheque.

8.4

C had to change telephone number but T said it would hold the old number for six months. When C asked for the old number after five months T had allocated it to a business that was unwilling release it. C was offered compensation by T. C thought the compensation offered was not enough and asked the Ombudsman to increase it.

The Ombudsman was of the opinion that the offer made was appropriate and required it to be repeated to C.

8.5

C experienced a loss of service shortly after transferring to SP. Following a complaint SP found the fault lay with C's equipment. Nevertheless SP offered a goodwill gesture. This was rejected by C who required more.

The Ombudsman considered the actions taken by SP had been appropriate and recommended C to accept the goodwill gesture. She also required an apology for a premature referral to a debt collection agent and the assurance that C's credit reference would not be adversely affected.

8.6

C agreed to a contract with SP. SP provided the service but then C claimed that it should only have been provided under certain conditions which were not met. C asked to cancel the contract but SP failed to do so as a fee would apply. C complained about the service but SP was unable to contact C to discuss the matter. C then claimed that

the service had been provided without notification. However, SP had issued notification and bills some of which C had paid.

The Ombudsman was of the opinion that SP had provided a service for C at C's request, which was then not required. However, as C had used the service the Ombudsman could see no reason why C should not pay. SP offered a reduced termination fee but the Ombudsman did not require SP to take that action. The Ombudsman recommended that C contact SP to accept or decline the offer. The Ombudsman noted that SP had tried to contact C but C would not accept its calls. In view of the evidence, the Ombudsman was satisfied that SP had acted appropriately and no action was required.

8.7

C complained that SP had not had regard to C's wishes and that this was poor customer service. SP responded that action had now been taken to resolve the issue and that C had been informed of this. C further complained that SP tried to contact C by phone when C had asked for written correspondence only.

The Ombudsman decided that SP had failed in its customer service and required a letter of apology and a small goodwill gesture be issued.

8.8

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

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

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

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

8.9

C claimed to have experienced several faults with SP's service. SP stated that no faults had been reported to it and it was unable to investigate these issues. C' service was

disconnected and SP said that a large outstanding balance remained unpaid on the account. C claimed to have experienced a poor level of customer service.

The Ombudsman was of the opinion that C's faults had not been reported to SP in the appropriate manner and therefore SP was unable to address the faults. The Ombudsman found that SP had acted reasonably when disconnecting C's service. The Ombudsman was of the opinion that a shortfall in customer service had occurred and SP was required to make a nominal goodwill payment.

8.10

C purchased a golden number from another person for a substantial amount of money. Due to the number appearing in a newspaper article C received a number of prank calls and later switched phone off for three weeks. C later found the number barred. C contacted SP and tried to get the number reactivated but was unable to confirm the details. SP required proof of purchase. The Ombudsman recommended C to provide SP proof of purchase should C wish to become the owner of mobile number or ask the person who C purchased the mobile number from to contact SP and supply it the proof of purchase.

8.11

C requested SP to provide it copies of previous bills. SP did not do this and also didn't write back to C. SP advised the Ombudsman that it acknowledged that it had not responded to C's issues and proposed a goodwill payment. The Ombudsman required SP to increase the goodwill payment and provide C an apology for poor service.

8.12

The Ombudsman considers there was an inadequate level of customer service demonstrated on this case. C incurred costs and experienced inconvenience when seeking resolution to the complaint.

Based on the evidence made available to her, the Ombudsman considers it probable that C ceased using the dial up internet service; however there is no evidence that C requested the cancellation of the services at that time.

The Ombudsman saw C initially asked for an explanation of how the balance had accrued on the account. SP advised C to check online billing it could send a paper copy at a charge. The Ombudsman considers this a reasonable response. However, she considers it likely SP failed to issue C with a reprint of the bill when asked that resulted in C raising the complaint. The Ombudsman notes that the complaint remained unresolved and became protracted.

The Ombudsman acknowledges due to non-payment of the account late payment charges were applied. She welcomes SP's actions to remove these charges in goodwill

in recognition of the customer service issues raised on this case. The Ombudsman examined the charges in dispute and concludes they were correctly maintained.

In summary the Ombudsman directs SP to:

- Issue a formal letter of apology for the customer service issues raised; and
- provide a copy of the invoice detailing the charges.

8.13

C received cheque from SP with wrong details. C returned the cheque to SP and demanded higher compensation, which SP refused. The Ombudsman noted that since the agreement to settle had been made by both parties C should have settled as originally agreed. She could not find any poor service offered to C by SP. Furthermore there was no evidence that the cheque sent out in C's name was under a different name. Although there was indication that C asked for the cheque to be in the name of a charity, this was not clear. She required no further action from SP.

9.0 Direct Debit

9.1

C's Direct Debit failed. C tried paying by other methods such as cheque but found that cheque didn't reach SP and Card payment failed. C's service was restricted. SP continued to bill C for the duration of the contract. C refused to pay as it claimed loss of service and SP's failure for not collecting DD. SP proposed three month line rental. The Ombudsman recommended C to accept as it couldn't find SP at fault. There was no evidence of poor service levels.

12.0 Disputed Charges

12.1

The Ombudsman concludes SP correctly maintained charges that accrued from calls to a PRS quiz line number. C disputes making the calls however the Ombudsman considers there was no fault recorded on the line during the period in question or evidence that the line had been tampered with in any way. The Ombudsman considers that C is therefore responsible for the calls whether C or someone else in the household made the calls.

C complains that letters were not replied to and that C received a poor level of customer service. Based on the information supplied by both parties to the complaint, it seems SP did reply to the letters although not always in a timely manner.

The Ombudsman acknowledges this as an unfortunate incident and in summary directs SP to:

- Recall the account from the collection agency and offer C a payment plan.

12.2

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been charged correctly. SP acknowledged its delay whilst investigating C's issues. SP awarded C a good will gesture in recognition of its poor customer service and its delay in responding to the complaint.

The Ombudsman accepts SP's good will payment in recognition of its customer service issues as generous. With regard to the outstanding balance on the account she considers C to remain liable. She requires SP to:

Investigate if the late payment charge was credited to the account, if not then credit it Accordingly;

- . Issue an apology for failing to provide a response to C's letters

12.3

Based on the information made available to her the Ombudsman is unable to confirm if SP has breached the Data Protection Act and the onus would be on C to substantiate the claims.

The Ombudsman welcomes SP's apology for the fault that led the calls to be routed via it and for the inconvenience caused by this matter. SP offered a credit as a gesture of goodwill, that C rejected. However, the Ombudsman considers this a satisfactory level of redress and directs SP to credit the account accordingly.

The Ombudsman considers C's additional complaint is a new issue that requires escalation through SP's internal complaints process prior to her review.

12.4

C had line fault. C then received bill from Carrier Pre-Select (CPS) provider, which included international calls made during the line fault. C contacted SP to dispute. SP maintained as correct. SP said it was not liable for any line fault or error caused whilst carrying calls.

The Ombudsman confirmed that per SP's terms and conditions SP was correct and it was not liable for any fault or error with the carrying of calls. SP to send C a letter of apology for any misinformation given.

12.5

C ordered telephone and broadband services from SP. There was an error in the calculation of the telephone bill. In relation to the broadband C said that the modem was never delivered but records showed that it had been delivered but C had not accepted it nor followed up its collection after the postman left cards. SP was not criticised for this. C cancelled the broadband after one month saying it had not gone live. It was shown by SP to have gone live but not used.

SP accepted there had later been a that there had been a shortfall in customer service

The Ombudsman found that there had been a shortfall in customer service and required a small goodwill gesture in this respect. This was to be applied to the account. After that the Ombudsman could see no reason why the balance should not be paid.

12.6

C contacted T to dispute charges raised after placing a call limit on the account. T stated that a call limit is not placed onto an account to enable C to manage the account. T added that the call charges raised were legitimate as C's handset was stolen whilst abroad.

The Ombudsman recognised the unfortunate circumstances surrounding C having the handset stolen whilst abroad. However, the company has raised the disputed charges legitimately and explains that a call limit is not designed to protect a consumer or enable to them to manage their accounts, but to protect the service provider.

The Ombudsman recognises the remedy offered by T and finds this helpful in the circumstances.

12.7

C complained to SP regarding the porting of C's number via PAC, and also about duplicated text messages causing a high bill and C's phone to be barred. SP maintained that there was no delay in the porting of C's number and also that the disputed messages were chargeable and correct. C complained to SP verbally and in writing, but was unsatisfied with SP's response. The Ombudsman found no evidence to suggest that SP had not ported C's number within its own allocated time frame, but that C was probably unaware the number had successfully ported, due to C's phone having been barred due to the high usage. From the evidence and information provided the Ombudsman was satisfied that the messages had come from C's SIM and were valid. However the Ombudsman noted that C may have incurred charges for some messages, despite still being inside the free allocation. Furthermore the Ombudsman was also satisfied that C had received some shortfall in customer service from SP since C's complaint began. Therefore the Ombudsman required SP to credit C's outstanding amount with a goodwill payment to cover both any overcharging and also a small goodwill payment that she felt was appropriate. SP was also required to provide C a letter of apology for any poor service received throughout.

12.8

C complained to SP about charges it continued to levy for late payment. As this was happening monthly, C decided to disconnect from SP and transfer C's services. C did this, however SP continued to levy some charges to C, despite C no longer being a customer. C complained to SP but it advised C of its final position. The Ombudsman was satisfied that the late payment charges were levied correctly and in accordance with SP's Terms and Conditions. The Ombudsman also welcomed SP's admission in the investigation, that it had overcharged C after C's disconnection. SP had proposed to refund this amount which the Ombudsman required it to do. However the Ombudsman also found that C had received a shortfall in customer service from SP after C had complained to SP about being charged after C had disconnected. The Ombudsman found that SP had not fully looked in to that complaint correctly. Therefore the Ombudsman required SP to credit C's outstanding balance with a goodwill payment to reflect both any refund due and also any small goodwill payment the Ombudsman deemed appropriate. SP was also to provide C an apology and confirm C's outstanding balance in writing.

12.9

C incurred a high charge from SP and was unsure what this was for. SP advised this was due to C not reaching C's agreed annual call spend, in line with C's account. C disputed the package C was on, but SP maintained C had been on the package since for four years and that SP had sent C letters previously, regarding such charges. C continued to complaint, but SP maintained its position and the matter reached a deadlock. The Ombudsman was satisfied that from the information provided, SP had levied correct charges against C in line with C's package. The Ombudsman was unable to comment of the initial transfer of C's package due to the timescales involved. The Ombudsman did, however find some shortfall in customer service from SP, following C's complaint. As it was clear C no longer wanted this package, the Ombudsman required SP to release C from that package without further penalty, as a gesture of goodwill, and also provide C an apology for any shortfall in customer service received to date.

12.10

C upgraded a dial up account to broadband. C said a pay as you go dial up account was taken to allow internet access whilst away from home. SP's notes were not very full and were confused. These notes suggested accounts at two addresses but each appeared to have been cancelled. It was shown by C that SP had continued to charge for the dial up account.

The Ombudsman required SP to confirm to C that C no longer had any dial up accounts with it, from any address. SP was also required to provide a full refund of the dial up charges it has collected since the broadband account was started. Given the confusion presented by this case the Ombudsman could not be confident as to the instructions it was given. The Ombudsman was however of the opinion that having made the upgrade C would not require a dial up account that was provided on a monthly basis. At most C would ask for a pay as you go account.

In relation to the poor customer service experienced SP was required to provide a small goodwill gesture and a letter of apology.

The Ombudsman also recommended that SP considered the standard of the records it makes when advising customers and implemented training for its advisors in this regard.

12.11

C complained that SP's invoices were confusing and that overcharging was taking place. SP accepted that there had been confusion and that there had been overcharging but demonstrated that all over charging had been credited back to the account. SP had closed the account as requested and had provided a goodwill gesture to provide a zero balance on closure.

The Ombudsman required SP to provide C with a letter of apology and confirmation that this account has now been closed with a zero balance. SP was also required to confirm that C's details have been removed from its database.

12.12

C was of the opinion that SP had overcharged C. C complained to SP. SP agreed, and applied a credit to C's account. SP later discovered that no overcharging had occurred. SP therefore removed the credit and informed C. C was not happy, and demanded that SP provide the credit.

The Ombudsman was satisfied that C had been charged correctly. SP was required to apologise to C for the confusion caused and to apply a small goodwill payment to C's account to recognise the poor customer service received.

12.13

C ordered a broadband service from SP and believed that the service was being appropriately provided. C however then discovered that the primary account name he had been given related to another customer. C complained to SP about this and SP gave C a new e-mail address. Unfortunately the new e-mail address was a sub account to the other customer's primary account. C repeatedly complained to SP about this but the matter was not resolved and then C received billing from SP for a dial-up service which the other customer was receiving.

The Ombudsman decided that SP must ensure, as a matter of urgency, that it provided C with a unique and personal e-mail primary account as the account SP had opened for C was a sub-account to another customer's primary account.

The Ombudsman also decided that SP should have identified and rectified the problem much earlier and by not doing so it had caused inconvenience to C. The Ombudsman noted that SP had offered a goodwill gesture to C in respect of the difficulties C had with

the broadband service. The Ombudsman decided that SP should maintain the offer and that it should also make a further small goodwill gesture to C and send C a letter of apology for the inconvenience it had caused to C.

12.14

C contacted SP with issues relating to contract cancellation, disputed charges, billing and poor customer service. SP accepted that a cancellation request was made by C and a poor level of customer service was received.

The Ombudsman found clear service shortfalls by SP in this case. The Ombudsman found it probable that C had contacted SP to advise of the house move, and had clearly contacted the company to cancel the services. This was not actioned and C was chased for payment by a debt collector causing C some inconvenience and stress. C also made a genuine attempt to resolve her complaint and did not receive a satisfactory level of customer service or response from SP.

Therefore, SP should offer C a goodwill gesture payment, by cheque, which covers the refund along with a full written apology for the overall poor experiences to date and poor response from the company. SP should and confirm that the account is fully closed with a nil balance and that no adverse information has been passed to any credit reference agency as a result of this episode. SP should also ensure that no further invoices are sent.

12.15

C stated that bills from SP were higher than expected, despite changing tariff. SP investigated and found that C had not changed PC settings with the tariff change. SP investigated, but did not respond to C.

The Ombudsman considered C had omitted to change the settings, for which SP had no control over, but that there had been poor customer service for C as SP had not responded to C at all. She required an apology and goodwill gesture; however, C was to remain liable for the disputed charges incurred as SP could not be held responsible.

12.16

C disputed the 0845 calls on the bill. SP stated that the calls charges were correct as these had been incurred by the customer using an internet dialler. Whilst the Ombudsman understood C's concerns and frustrations she felt that SP couldn't be held responsible in this instance as the calls had emanated from C's computer. The Ombudsman notes that SP was responsible for providing C with a working telephone line, which left C being free to attach equipment of choice to the line. She required no further action from SP.

12.17

The Ombudsman concludes there was a shortfall in customer service on this case. SP failed to disconnect C's account on the issue of a PAC. It then continued to raise charges against the account and actively seek recovery of the balance. The Ombudsman welcomes SP's proposed settlement of this complaint however in addition she requires it to issue an apology. The Ombudsman directs SP to:

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

12.18

Based on the limited information made available to her, the Ombudsman concludes C suffered a shortfall in customer service. SP continued to bill C for a service it no longer provided and failed to resolve the problem in a timely manner.

In conclusion the Ombudsman directs SP to:

- issue a formal letter of apology including a written confirmation that C's credit rating is unaffected;
- make a goodwill gesture by cheque;
- review its procedures in order to prevent this happening to other customers.

12.19

C discovered line had been tampered with. SP sent out an engineer who repaired exposed wires. C disputed the calls with SP. SP maintained. C transferred service to another provider and disputed termination fee. Sp maintained fee as correct as C had breached agreed contract.

The ombudsman said that C had breached agreed contract with SP and was liable to pay the termination fee. On the issue of the disputed calls the Ombudsman said that C was liable but due to any misinformation or misadvise given SP to refund half the cost of the calls as goodwill.

14.0 Faults (Equipment)

14.1

C sent handset to SP for repair. C did not receive handset back. C contacted SP on several occasions by call and email but received no help. SP then located the handset as having been returned to the store it was sent from. SP offered to reduce the outstanding balance but C remained unhappy.

The Ombudsman said that C had received poor customer service from SP. SP had failed to investigate C's complaint on two occasions. SP to remove the outstanding balance and to ensure that C's credit rating has not been affected.

15.0 Faults (Line)

15.1

C experienced a fault with SP's service and reported this to the company. Sp escalated the fault but failed to follow the fault through and no resolution was reached. C experienced a poor level of customer service.

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

20.0 International Call Charges

20.1

C disputed international calls with SP as C used a pre paid phone card. SP advised C to obtain a list of calls used on the phone cards from the phone card company. C did not provide this information. C also requested cancellation of broadband and asked for a Mac code. SP advised C had not made payment and to cancel C would be charged a termination fee. C was not happy with this. C sent letter to SP but received no response.

The ombudsman said that should C wish to pursue complaint further then C needed to contact phone Card Company for an itemised list of calls. Once received if the call list does show that C has been charged twice then C to provide this information to SP who will investigate further. The Ombudsman saw no reason why C should not pay Sp for undisputed charges of for broadband service used. If C wishes to cancel broadband then C is liable to pay a termination fee.

24.0 Mis-selling

24.1

C received a sales call from the SP and during the call agreed to a broadband service. One of C's relatives then complained to the SP that C's understanding of the English language was poor and complained that C had unknowingly entered into a contract. The relative requested cancellation, but after reviewing the call, the SP concluded C had willingly agreed to the service and that there would be a cancellation fee involved. The relative paid the fee in protest and complained to the Ombudsman.

The Ombudsman also reviewed the sales call and concluded that C had knowingly and willingly agreed to the service. She concluded that the SP had acted correctly throughout and required no further action to be taken.

24.2

C visited a retailer and was sold a landline telephone package. When C received the welcome pack from T, C noticed a charge C had believed would be free. C contacted T. T informed C that C was not correct and that the service was chargeable. T offered to cancel C's service before the service was activated. C chose not to cancel the service, but refused to make any payments. C maintained that C should not be charged for the service C believed would be free.

The Ombudsman was of the opinion that the evidence showed C had been offered free line rental. C had a contract from T showing that line rental would be free. Therefore, it was felt that T should honour the offer. T was required to apply a credit to C's account equivalent to six months line rental, and in addition to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

24.3

T transferred C's telephone services to T. C complained, stating that C had never given T permission. T sent C a recording of the sales call. C continued to dispute the transfer.

The Ombudsman was of the opinion that the sales call showed T had been authorised to transfer the telephone services, and therefore required no further action.

24.4

C was contacted by SP in a sales call and gave authorisation for C's telephone account to be transferred. C provided SP with C's bank details. C's husband contacted SP prior to any change over and SP duly cancelled any transfer. However C also complained to SP as C had a disability and had no authorization to transfer the account that was in C's husband's name. SP stated that at the point of sale it was unaware of C's disability and that the account was cancelled prior to any transfer, causing no disruption to C's

telephone service. SP apologised to C on many occasions but would not consider C's request for compensation

The Ombudsman understood that SP would have been unaware of C's condition at the point of sale and welcomed its correct action in cancelling the transfer before any activation of the service. The Ombudsman was also satisfied that SP had responded to C's complaints and apologised for any inconvenience caused. The Ombudsman required no further action from SP in this instance.

24.5

C agreed to a service from SP via a sales representative, but experienced a delay in its installation. C then received another visit from the sales representative, who no longer worked for SP, trying to sell C another package with a different company. C then decided to cancel the order with SP, but then found that C's deposit was non refundable. C complained to SP but SP maintained its position and quoted its Terms and Conditions (T & Cs), yet C maintained that C had never received any T & Cs. The Ombudsman was of the opinion that there may have been a slight delay in the installation of SP's service, but was satisfied that C's reason for cancellation was not valid. The Ombudsman was of the opinion that both C and SP had suffered from the sales representative, and welcomed SP's proposal to C to continue with the previously agreed service. The Ombudsman concluded that C's deposit was non refundable if C decided not to go ahead with SP's service, but C did find that SP had provided C some shortfall in customer service by not responding to some of C's letters of complaint. Therefore the Ombudsman required SP to provide C with a small goodwill payment and apology, and she urged C to review the option of continuing with SP's service.

24.6

SP cold called C and without C's express knowledge opened an account and took over as C's telephone service provider. SP sent mail to C who contacted SP and advised that C did not want SP's service. SP continued to provide C with a service, sent SP an invoice for services and when C objected stated termination charges would be applied. C complained to the Ombudsman and then admitted the agreement was invalid.

C had suffered considerable worry, stress and inconvenience in proving that the contract was invalid. The Ombudsman decided that SP should make a substantial gesture of goodwill to C, send C a letter of apology, close any account that had been opened and terminate any services SP may still be providing.

24.7

C contacted SP in order to cancel C's phone as C was moving abroad, however C eventually agreed to a new contract deal so that C could keep the same number. C advised SP C was moving abroad and believed that C would be able to use the inclusive allowance abroad, however this was not the case and therefore C felt deceived by SP. SP maintained that it had no evidence of any miss-selling of the contract and that it

currently had no tariffs that could be used abroad. C continued to dispute the bill via SP's online Customer Services (CS) but again it maintained its position. C also escalated the complaint in writing but received no response. From the evidence that was presented, the Ombudsman was satisfied that there was no evidence of any miss-selling on SP's behalf and that it was clear C had incurred the disputed charges from using the handset abroad. The was also of the opinion that overall, SP's CS provided C with a good standard of customer service throughout however it did appear that when C escalated the complaint in writing, this was not responded to. The Ombudsman saw this as a shortfall in customer service, and therefore required SP to provide C an apology for this, bearing in mind the previous credits SP had given for charges that had been found to be both chargeable and correct.

24.8

C contacted a third party about a contract offered by T. C stated that no contract was agreed, but when the handset arrived a few days later, C decided to use the phone. However, C stated that it was faulty and contacted T for a replacement. T stated that C returned the handset, but failed to contact T to request that the handset be sent to the Faults department for testing. C complained about T's billing, but T maintained the charges as correct. C also complained that no contract had been entered into, but T disputed this, as C had used the handset and the usage was good. C did not provide T with payments, so T added a default notice on C's credit file. C complained to T, but T upheld its decision and informed C that the information would remain on the file. However, if C cleared the account, T would note on the file that the debt had been paid.

The Ombudsman concluded that C should be held to the contract, as T was not provided with an opportunity to repair the handset. C also failed to make the necessary payments owed to T. The Ombudsman did note some poor service and required T to provide a small goodwill credit to C's account. The Ombudsman did not find any evidence that C had been incorrectly charged and saw no reason why C should not pay the outstanding amount owed to T. T was not required to alter the information held on C's credit file, but if C cleared the amount owing on the account, this should be noted on the file.

34.0 Service Transfer

34.1

C requested to cancel the service with SP. SP advised C to contact a third party to request that it arrange to transfer back the line. However, it does not seem that C did this and the account remained open and C continued to receive bills. C complained to SP and the charges were maintained. However, SP later offered to clear the account balance, but failed to do so.

The Ombudsman concluded that SP should clear C's account to zero and provide C with written confirmation that the account had been closed. SP was also required to provide

a small goodwill payment for failing to respond adequately to one of C's letters and for failing to clear the account when this was initially promised.

34.2

The Ombudsman concludes SP failed to transfer C's line rental to its provision despite several attempts. The Ombudsman was disappointed that SP delayed in advising C to approach the current line provider to remove any special services from the line that could be blocking the transfer. The Ombudsman considers C actively sought resolution of the complaint and incurred costs and suffered inconvenience in doing so. The Ombudsman considers C suffered a shortfall in customer service.

In summary the Ombudsman concludes

- C needs to approach the line supplier to request it removes any special services on the line to enable the transfer to take place;
- SP is required to make a goodwill gesture in recognition of the customer service issues raised.

34.3

The Ombudsman concludes SP was C's CSP but it then tried to take over the line rental without any contact with C. C asked for the order to be cancelled and the line to stay with his previous provider. C returned the entire service to the line provider (calls and line rental) and C was billed for calls by it rather than the cheaper CPS. C complained about call charges that C had never made. SP failed to credit C's account on a promotional offer for introducing a friend. The Ombudsman considers that C's complaints were ignored.

The Ombudsman concludes C has suffered from a poor level of customer service. She welcomes SP's goodwill offer and directs it to credit the account accordingly. In addition the Ombudsman requires SP to issue a formal letter of apology in recognition of the customer service issues raised.

34.4

C contacted SP with issues relating to service transfer, delays in the provision of voice and broadband services, disputed charges and poor customer service. SP acknowledged the delays in activation of the voice and broadband service and stated that a refund was given for broadband charges and a recalculation for voice calls was offered. SP accepted a shortfall in customer service.

The Ombudsman believed that C had received unnecessary delays in the provision of the broadband and voice call services, however the company has acknowledged this and already refunded the broadband overcharges and offered to recalculate call costs during the period C has not been connected. SP had also given clear dates for the activation of C's voice and broadband services. However, it was clear that C had not

received a level of customer service normally expected with regards to call backs and response to correspondence. This is a service shortfall.

Therefore, SP was required to maintain its offer to recalculate call costs during the period C has not been connected for voice services, send a full and clear breakdown of the refund for broadband and voice services, offer a further goodwill gesture of three months free broadband service for the overall poor experiences along with a full written apology. SP should send C its comments regarding this issue clearly setting out what the normal tariff charges will be for International calls.

35.0 Stolen/Lost

35.1

C lost sim card which was kept in the wallet when abroad. C received a huge bill which SP maintained. The Ombudsman considered that C was responsible for the safekeeping of the sim card and for this expected C to pay SP the outstanding balance on the account.

38.0 Terms and Conditions of Contract

38.1

C sent an item of equipment to SP but it arrived damaged. SP stated that in accordance with its Terms and Conditions C was liable to pay for it. It had also recommended that C send the item with the appropriate insurance and understood C was in the process of making a claim against The Royal Mail.

The Ombudsman agreed with the findings of SP, that C was liable, but required an apology for its referral of C to a debt collection agent during the dispute.