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## 2.0 Billing

### 2.1

C ordered broadband but the service did not work and as a result they cancelled the service. C also querying some credits they say they are due for recommending some friends.

SP advises that the credits C was querying have already been done. SP stated that C did not run through diagnostic testing so could not have been expected to resolve this.

The Ombudsman found that C had cancelled without going through diagnostic testing but found that C had sent in a number of letters which were not answered by SP. SP was required to apologise for the shortfall in customer service and a goodwill gesture was awarded on recognition of this.

### 2.2

The SP exchanged C's meter from a token to a key meter. However while it was on the token metering system the SP failed to reset the meter in line with price rises therefore C had been underpaying for ongoing use. The SP apologised for its service failure and applied an initial goodwill credit equivalent to over 50% of the balance on the account. It made a further credit for the remainder of the balance but delayed in providing the refund of overcharges. It was noted the SP made an additional payment in recognition of C's contact costs.

The Ombudsman considers C's complaint was justified and the SP had failed to administer the case in an effective manner however the Ombudsman was satisfied the company had taken action to resolve the matter and no further action was required.

### 2.3

C took out a new broadband package with SP and bought a new router for it. The C never received the broadband service but the SP charged for it. The C made several complaints to the SP by recorded delivery but the SP continued to charge and sent a final demand to SP.

The SP accepted that it had made a mistake and took full responsibility. It confirmed that it could not supply Broadband to C but that an address error caused confusion on its billing accounts.

The Ombudsman required that the SP refund the cost of all charges paid by C, including the router and also required that the SP make a goodwill payment and written apology to C.

### 2.4

C sent a letter to SP asking for cancellation of a broadband account. SP delayed in the cancellation of the account and C incurred further charges. C sent further letters to SP

asking for the account to be cancelled but again SP delayed in completing this, and it did not respond to all the letters C had sent. C complained to the Ombudsman.

SP told the Ombudsman that it accepted it had delayed in cancelling C's account and that it had not dealt appropriately with all the letters C had sent. SP offered to refund overpayments C had made and to make a goodwill gesture in recognition of the shortfalls in customer service.

The Ombudsman was of the opinion that the offers SP had made would provide a satisfactory resolution to the complaint and directed SP to implement them.

## 2.5

C changed number with SP and since that time was charged for calls that should have been included in call plan. C called SP and sent several letters but received no response or resolution. SP said that the problem was ongoing with several of its customers. SP said it had refunded C with calls charged in error. SP admitted however that it failed to resolve the complaint prior to C contacting Otelio.

The Ombudsman said that C had received poor customer service from SP as SP failed to resolve the problem within a timely manner and also failed to refund C. The Ombudsman required SP to award a goodwill payment in recognition of the service issues encountered and for SP to send C a breakdown of all bills and credits applied.

## 2.6

C received bills from SP that were high due to calls having been made to an International country. C maintained C did not make the calls as C was away and therefore disputed them. C complained to SP but SP maintained its position that the charges were incurred validly. SP did offer to reduce the disputed call charges slightly, as a gesture of goodwill but C refused this.

The investigation found that although there was no specific evidence of SP having investigated the call charges with its own network provider, as it has indicated, there was no reason to doubt the validity of the calls, as they were clearly made over C's line. It was also clear that other calls had also been made during the same periods. In addition, although it was acknowledged C had been out of the country when the calls were made, SP provided a call recording in which C had confirmed C's children had remained in the house during this time. Nevertheless, the investigation also examined the rate of call charges and found that one particular charge was so high that it was considered reasonable for SP to have been alerted to this and to have taken some action. As further unnecessary charges were then incurred, it was proposed for SP to apply increase its goodwill payment to C, which also took into account the shortfalls in customer service C had received in relation to SP's response to the complaint.

## 2.7

C says that they were not billed for a number of months when this was queried with SP C were advised the previous rental and package charges would be waived. C then received a bill for the total amount. C complains of poor customer service.

SP says that can find no evidence C was advised of this and advises there was a problem with its billing systems at this time.

The Ombudsman required SP to apologise for shortfalls in customer service and any inconvenience this has caused and awarded a gesture of goodwill.

### 3.0 Broadband

#### 3.1

C had broadband through SP, but after moving to a new property the order for the service was not processed correctly and there was a long delay. C complained to SP, but SP failed to address C's queries and complaints.

The Ombudsman concluded that it was clear that SP had delayed in connecting C to the broadband service and there was clear evidence of poor customer service. Therefore, SP was required to send C a goodwill payment and a letter of apology. As C had decided not to stay with SP for the service, SP was also required to send C any credit balance showing on the account, ensure that SP had not been charged for the broadband service and that the account had been cleared to zero and closed.

#### 3.2

C was an existing telephone customer and ordered broadband from SP. There was a delay in its provision and C rang to cancel. SP advised that C would have to pay an early termination fee. C objected and wrote to complain. SP deducted payment for broadband from C's Direct Debit even though C had not used broadband. C transferred to another provider and wrote requesting a refund of the broadband charges. C did not get a reply but the account was referred to a debt collection agency. C complained to Otelo.

SP maintained that C was too late to cancel the contract and required payment of the charges. The Ombudsman considered that C had not cancelled the contract within the cooling off period, and was therefore responsible for payment of the charges. However, given the delays C had experienced, SP was required to provide a goodwill credit, send a written apology and confirm the account had been closed, on receipt of payment of the balance.

#### 3.3

C had a broadband service from SP and was advised that this was to be disconnected. However, as C did not want this and had never requested it, C confirmed this to C and was assured on numerous occasions that the disconnection would not occur. However, C's services were then disconnected anyway for a period of approximately two weeks. C complained to SP and although it acknowledged its error and offered C a rental rebate that was greater than the period C was without service, C declined this.

It was clear to the investigation that SP had incorrectly disconnected C's broadband service and as a result, C was without that service for some time. However, it was also clear that SP had since apologised and offered C a rental rebate that was much greater

than the loss of service C had experienced. This was considered to be fair and reasonable and therefore it was proposed for this offer to be retained. Also, the investigation found that despite C having been advised C's services would not be disconnected if payment was withheld due to the dispute, SP again disconnected C. Therefore, it was proposed for SP to provide C with another formal apology for the shortfalls in customer service C had experienced throughout.

#### 3.4

C agreed to SP's broadband service but after only a few weeks, C started to experience connection problems which were ongoing. During this period, C made several calls to SP's Technical Support and also made many formal written complaints, but the problem remained and although C did receive some arranged call backs, the problem persisted. Eventually, C requested cancellation of the service, but SP then maintained C had agreed to a minimum contract term and would be liable for remaining service charges.

In this instance, the investigation found that although SP had undertaken some aspects of trouble-shooting with C and performed some call backs, it was clear from C's further complaints that the connection problems were ongoing and that SP was unable to establish the root cause of this. The investigation found that S had also applied some goodwill credits to C's account and this was considered adequate recompense for the shortfalls in customer service that C had received, however, in this instance, particularly and the investigation felt SP could have been more pro-active in trying to assist C, as the service provider, that C should be allowed to be released from the contract without penalty, as a gesture of goodwill.

#### 3.5

C agreed to SP's broadband service but after only a few weeks, started to experience connection problems which were not resolved for several months. During this period, C made several calls to SP's Technical Support and also made many formal written complaints, but the problem remained and C received no responses.

Prior to investigation, both parties confirmed that the connection problem had since been successfully diagnosed and resolved, although C maintained that some problems were still being experienced. In this instance, the investigation was satisfied that the connection problems had been through no fault of C's (it transpired it was SP's own equipment at fault) and, therefore, it was considered that C should be refunded the service charges incurred throughout the fault period, as well as a goodwill payment for the inconvenience and additional costs incurred. It was also clear that C had received other poor levels of customer service from SP too. Therefore, it was proposed for SP to arrange further contact from its Technical Support to undertake trouble-shooting for any further problems C was experiencing and allow C to be released from the contract if C remained unhappy. In addition, SP was also to apply a goodwill credit to the account that covered not only the service charges incurred but also as a gesture of goodwill, as well as an apology.

#### 3.6

C contacted SP as broadband would not work. SP stated that C had a previous marker on the line preventing the broadband activation.

It was concluded that although C is entirely responsible for ensuring that any previous marker is removed from the line before entering into any agreement of services, it is accepted that SP should have done more to offer the correct advice to ensure that C could eventually receive the broadband service both during and after the point of sale agreement. SP should offer C a goodwill gesture payment, by cheque and send a letter of apology for the service shortfalls received.

### 3.7

C complained that a broadband service that was ordered did not work and so it was cancelled. SP showed that the service had worked but there had been problems. Delays had initially been experienced as a Migration Authority Code provided by C had expired and C would not obtain a replacement. These problems had been dealt with. C then transferred the broadband service to another service provider without informing SP. After C's local exchange went through the Local Loop Unbundling process SP transferred C's service back to itself as C's original order remained due to no notice being provided that it was no longer required. This service was used for a short while before C indicated that it was to be cancelled. C wanted to cancel the broadband service but keep a telephone service that was supplied as part of a bundle. This was not allowed as the two services came as part of a package and could not be split. SP made a goodwill gesture to C which was refused. This offer was considered reasonable in the circumstances and on the basis of the information provided.

SP was required to provide a goodwill gesture and to refund the broadband charges for a period when there were problems.

### 3.8

C's broadband connection failed. C requested a visit from an engineer, but there was a delay in the engineer being sent out to investigate the fault. The engineer established C's alarm company had wired the alarm into the broadband line. C accepted the alarm company was at fault but complained about the delay in the engineer being sent. C requested a copy of the engineer's report. SP agreed to provide this if C paid a small fee, but subsequently stated it was not able to do so.

SP maintained C was not a customer and that C's SP was responsible for liaison regarding investigation and repair of the fault.

The Ombudsman accepted SP was not C's line rental provider, and therefore was not responsible for arranging for an engineer to fix the fault on the line. However, there was no evidence SP had advised C to contact the line provider, which had resulted in a delay in the matter being resolved and this was considered to be reflective of a shortfall in customer service. It was noted SP had also incorrectly advised C that it could provide a copy of the engineer's report; although the Ombudsman was satisfied SP had refunded C for the charge incurred. It was recommended C contact the line rental provider to ask it to obtain a copy of the engineer's report.

SP was required to send a letter of apology and provide a small payment as a gesture of goodwill.

### 3.9

C ordered broadband but the first order failed. The SP failed to advise C on the failed order. When broadband was re-provisioned C was unable to gain a connection. C requested for an engineer to visit but the engineer failed to show. C requested to cancel broadband. C experienced a poor level of customer service.

The Ombudsman was disappointed that the SP failed to assist C in gaining a broadband connection. The Ombudsman considered that a clear shortfall in customer service had occurred. The SP was required to cancel broadband, without penalty, and refund all broadband service charges. The SP was also required to make a goodwill payment and write a letter of apology.

### 3.10

C agreed to service with SP. C received information in the post from SP and realized that SP had misinformed C. C called SP to cancel within the cooling off period. C's service was then transferred to SP and C lost broadband service. C said that this caused loss of business and so C requested compensation from SP. SP offered a nominal goodwill payment which C declined.

The Ombudsman said that C had received poor customer service from SP. SP failed to cancel the service transfer which then caused C to lose service. The Ombudsman required SP to award a generous goodwill payment and to allow C to cancel service without penalty.

### 3.11

C complained that the SP failed to provide a reliable service and then imposed a service bar. C complained and the SP found that payment had been made, but that the service bar had been automatically re-applied. The SP also found there were other more widespread problems with the service for C, which were on-going. This situation lasted for many months.

The Ombudsman considered the issues were not all of the SP's doing but represented poor customer service for C. The SP was required to make an additional goodwill payment and an apology. The Ombudsman did not recommend the compensation requested by C, as this was considered excessive.

### 3.12

C experienced a lengthy delay after ordering a broadband service. The problem was eventually found to be with the modem the SP had provided. A goodwill gesture was offered which was rejected by C. It was found that the offer was reasonable in the circumstances. Further issues raised by C were found to be either outside the remit of the Ombudsman or matters that should be referred to a different SP.

SP was required to provide the goodwill gesture it had offered and refund charges that had been made for paper billing or in any respect of the broadband service before it was successfully provided. SP was also required to provide caller ID free for a limited period of time and to apologise.

### 3.13

C complained to the SP after it failed to provide a broadband service following an upgrade. It was unclear why such problems had been experienced and no explanation was provided by the SP. C continued to complain, without a response from the SP. Therefore C refused to pay, and after a dispute the SP refunded all broadband charges. This left only a late payment fee in dispute.

It was concluded that the SP had failed to provide C with the level of customer service they could have expected and that a further goodwill credit should be made. It was also concluded that the late payment fee was unreasonable in these circumstances and it was required to provide a refund of this and the costs of a wireless adaptor. This was to be sent with a full breakdown of the account and an apology.

### 3.14

C has been requesting broadband for months but the service is still not activated. C also complains of poor customer service. C would like dial up costs refunded.

SP advises broadband was not activated due to system errors and considers the compensation already awarded to be sufficient in addressing this matter.

The Ombudsman found that SP had not taken ownership of C's complaint and considered there had been a shortfall in the service C had received. It was also found that SP had not until now attempted to resolve the system problem and on this basis SP was required to apologise and refund dial up costs incurred.

### 3.15

C complained that broadband service with SP had not worked for six months. C complained that SP failed to resolve the problem and would not allow C to terminate without penalty. SP said that SP failed to troubleshoot with it. SP said that it was then found to be an exchange fault. SP said that C was liable to pay a termination fee.

The Ombudsman was concerned that C had not had a working service for six months and this was viewed as poor customer service. The Ombudsman however said that the best course of action would be for SP to resolve the fault, refund C with all broadband payments made and award a nominal goodwill payment. The Ombudsman said that if C did not get the fault repaired and migrated to another provider then the problem would more than likely still be there.

### 3.16

C reported a fault on the line and C was unable to receive telephone or broadband services. The fault was due to the Council cutting the line. C was charged for the engineer's time in repairing the fault and C's services were restricted for exceeding the

credit limit for nine days. C wrote to complain and requested compensation for the time without service. SP investigated the engineer's charge and agreed that C should not have to pay and credited C's account with the charge and a goodwill payment. SP placed a further restriction on the line for 11 days due to the outstanding engineer's fee. C wrote asking for compensation but SP refused and C complained to Otelo.

The Ombudsman considered that C had received poor customer service and required SP to provide a credit for the monthly service charges covering the period that C's services had been restricted and a goodwill credit for the shortfall in customer service.

### 3.17

C upgraded contract with SP, but later found out that the service had not been provided as promised. Despite complaining to SP no action was taken. C later decided to cancel the Direct Debit until SP applied the appropriate credits. C wrote to SP twice via recorded delivery, but received no response. SP advised that service had been disconnected for non payment.

The Ombudsman found SP had provided a shortfall in service levels since no effective ownership had been taken and actions had not been carried out as promised. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to ensure there was no termination fee or charges levied for services after disconnection of account; to recall the debt from the Debt Collection Agency; to allow C to migrate services to another service provider without penalty should this be exercised; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

### 3.18

SP was unable to provision broadband due to C's line being made of fibre optic rather than copper. It was found that there were no plans to upgrade the line which is a commercial decision that falls outside of the Ombudsman's terms of reference.

There was evidence of a shortfall in customer service in the handling of this complaint and the Ombudsman required the SP to make a small goodwill gesture and to issue a formal letter of apology.

### 3.19

C had no access to broadband and complained to the SP. The SP explained an error occurred and C's user details had been assigned to their previous account. The SP corrected the error and made a goodwill payment. C complained they had no access to email and cancelled their account. C requested a refund of service charges. C experienced a poor level of customer service.

The Ombudsman considered that the SP had resolved C's initial error in a timely manner. The Ombudsman was of the opinion that the SP had not been given the opportunity to address C's email fault before the account was cancelled. The Ombudsman considered that C should remain responsible for the service charges. The

Ombudsman required the SP to make a nominal goodwill payment for the shortfall in customer service that had occurred and to write a letter of apology.

### 3.20

C contacted SP as broadband would not connect. C added that a poor reply was received upon contacting the company. SP stated that no offer of a fee free cancellation could be made as C did not contact it to get the service connected

It was concluded that C had made enough of an attempt to get the service connected and that SP did not take ownership of C's issues. C was also not shown a level of service normally expected in contacting SP. SP should offer a fee free cancellation of the broadband account, offer a credit against the remaining balance, confirm in writing that the account is closed with a nil balance and send a letter of apology for the service shortfalls.

## 5.0 Cancellation

### 5.1

C subscribed to a broadband service with SP and contacted the company to cancel the agreement and requested a MAC. C added that a poor reply was received a charges were raised after cancellation. SP stated that the MAC's were provided but not utilised within the prescribed 30 days.

It was concluded that C has been charged correctly by SP for broadband charges as C did not utilise the MAC on two occasions and therefore charges were continually raised until C requested cancellation. However, C has been inconvenienced somewhat with regards to the incorrect number not being provided to C and the call charges incurred in contacting the company. SP was required to offer C a goodwill gesture credit against the remaining outstanding balance and send a letter of apology

### 5.2

C asked for a cancellation of a broadband account and the removal of a broadband tag from C's line. C did not properly close the account and despite C making repeated weekly calls asking for this to be done, SP failed to complete the request. C felt that SP's actions made it impossible for C to obtain service from another Internet Service Provider. C complained to the Ombudsman.

The Ombudsman was disappointed to learn of the inconvenience caused to C. SP advised her that it had now removed the tags from the line. Despite this action by SP, the Ombudsman was of the opinion that there had been shortfalls in customer service by SP which had caused inconvenience to C. The Ombudsman directed SP to make a goodwill gesture to C and send C a letter of apology about this.

The Ombudsman also pointed out to C that the Office of Communications (Ofcom) had provided guidance that new ISP's should assist customers in the provision and transfer of new services and if C faced further problems C should discuss them with the new ISP.

### 5.3

C was charged by SP after cancellation and encountered difficulties in receiving a refund. SP accepted the incorrect charge and delays.

SP was required to send C a cheque, which includes the refund owed, costs incurred, and goodwill, ensure that no further invoices are sent, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report.

### 5.4

C stated that SP mis-sold the contract and suffered delays with the service. C cancelled the contract. SP stated to the contrary and charged a termination fee. The Ombudsman found there was no evidence of mis-selling, but found that SP did delay the by not lifting the bar. However, since C could use the phone after the bar was lifted it was considered that C should not have terminated the contract.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide a goodwill gesture; and to allow C to terminate the contract at a reduced penalty rate of 50% of the full termination fee as a goodwill gesture.

## 6.0 Carrier Pre-Select

### 6.1

C's Carrier Pre-select Service (CPS) was cancelled which lead to the calls being routed via SP's (line provider) network. C claimed for the cost of calls and compensation from SP. SP provided C with a full refund of call charges, and offered a goodwill gesture, but this was rejected by C. The Ombudsman found that C's CPS was cancelled by another service provider following a Commercial Decision. Although SP could not be blamed as a line rental provider for carrying the calls it was considered SP's actions to provide a full refund for the calls and an additional goodwill gesture was fair and reasonable. Furthermore, it was considered this compensated C for the poor service received from SP.

## 8.0 Customer Service

### 8.1

SP failed to make the amendments to C's advertisements as requested. The result was SP ran the adverts in the Phone Book and the mistake cannot be rectified as the Phone Book runs on a 12 month publishing cycle. The Ombudsman found C had actively sought resolution to the complaint and ensured the proofs were returned to SP within the timescale required.

In summary the Ombudsman required SP to provide a 40% discount from the half column advert and 25% from the 25mm advert; investigate if the advert should appear

as a link on the Online Phone Book website; and to issue a formal letter of apology in recognition of the customer service failures demonstrated in this case.

## 8.2

C complained that a change of service provider was delayed by the original SP. The case file supplied by SP did not provide sufficient detail to allow this detail to be established but on the balance of probabilities it was found that there had been delays as SP was still handling account matters sometime after problems with the service had been established. Multiple requests were made by C for a copy invoice showing details of calls made that were charged for in the final invoice. This was never delivered and C refused to pay the final account as it appeared that there was possible duplication of charges. Without the final account details C could not clarify this matter. The account was passed to a debt collection agency despite there being an ongoing dispute and failure to supply the copy invoice as agreed. This was considered poor customer service.

SP was required to provide a letter of apology, a schedule of the call charges, complete with details of the call made (date, time, destination and duration) and confirmation that no damage had been caused to any credit reference files relating to C, or, if it had been caused, confirmation that this has been corrected and a goodwill gesture in the form of a cheque.

## 8.3

C, who had assumed Power of Attorney of C's father's accounts, provided SP with a certified copy of the relevant document in order to make the necessary amendments. C also requested that SP returned this copy to C once the necessary adjustments had been made. However, despite ongoing requests for this, SP did not return any documents to C. C also complained to SP that it had placed a bar onto C's father's line as a result of non payment, without warning and that despite having then made a manual card payment, the bar was again placed and the subsequent Direct Debit payment taken anyway. C formally complained in writing to SP on several occasions but remained unhappy with its responses.

Although the investigation acknowledged SP's explanations for some of these issues, it was considered a reasonable request for SP to return the initial document C had sent (as this was only a copy anyway) and it was also considered that following a successful manual payment, a further bar should not have been placed. However, no criticism was made of SP for placing the bar initially as, although it was also acknowledged that some of the information provided by SP was confusing to C, it had given prior notice of the outstanding balance on the account. In terms of the level of customer service received, the investigation found this to be poor as SP did not respond to some of C's formal letters and when it did respond, this was not considered to have been an appropriate response. Therefore, it was proposed for SP to now provide C with the copy it has of the Power of Attorney documents (as it provided for investigation), apply a goodwill credit to the account, and also provide C and C's father with an apology.

## 8.4

C signed up for an advertising package with SP. The advertisements did not appear in all the media agreed. C tried to complain. SP ignored several of C's complaints. However, in its submission to the Ombudsman, it agreed with what C had stated.

The Ombudsman required SP to refund half the cost of the advertising package to reflect that C did not receive all the benefits offered. SP was also required to make a further payment to C as a goodwill gesture to recognise the inconvenience caused because of the poor customer service received.

## 8.5

C signed up for SP services and SP failed to action the request for ex-directory in a timely manner. C's broadband did not work on the expected date although SP stated that this was an estimate. C experienced delays in receiving installation CD despite visiting SP's agent's stores. C's had persistent problems with the broadband service and problem continues. SP acknowledged its shortfall in customer service and had made C goodwill gestures for delays in ex directory number and internet access.

The Ombudsman considered SP's customer service had fallen below an acceptable level and acknowledged that SP had recognised this. The Ombudsman required SP to allow C to terminate without penalty and to send a written apology.

## 10.0 Directory Listing

### 10.1

C took a telephone service with SP. When mail was sent to C it was in the wrong name and later it was found that this wrong name had also been entered for use in telephone directories. SP accepted the complaint and explained that this had been caused by an error at the point of sale. SP apologised for this and confirmed that matters had now been corrected.

SP was required to provide a goodwill gesture to reflect the inconvenience caused by this error.

## 11.0 Disconnection

### 11.1

C requested a package of services from SP which included a broadband service. While SP provisioned the other services, it did not provide the broadband. The broadband was unable to be provisioned because C's Local Exchange was full to capacity and C was advised of this. C asked for SP to remove the broadband tags from the line which would enable C to go to an alternative Internet Service Provider. SP did not take action to do this and failed to respond to letters of complaint C sent. C complained to the Ombudsman.

The Ombudsman concluded that SP should have arranged for the removal of the tags when C had requested this and SP had delayed in doing so. The Ombudsman was

satisfied that there was a shortfall in customer service about this. In addition to meeting C's request about the tags, and in recognition of the inconvenience caused to C by this and by SPs failure to respond to letters C sent, the Ombudsman directed SP to make a goodwill gesture to C.

## 12.0 Disputed Charges

### 12.1

C received incorrect charges on invoices SP had sent for services. SP discovered that a systems fault was causing the errors and to try to address them, it began to apply credits to C's account. C was not happy with this as C was unable to understand the invoices. C repeatedly complained to SP about the invoices but the problem was not resolved. C withheld payment and was then sent Debt Collection Notices. C complained to the Ombudsman.

The Ombudsman noted that the problem with billing was outside of the control of SP but The Ombudsman commented that it should have explained the situation more clearly to C and had it done so, C may have understood the charges. The Ombudsman compared information about credits that had been applied to the account with invoices both parties had supplied and was satisfied that the credits did reflect and redress the overcharging on the account.

However, the Ombudsman felt that C had been inconvenienced not just by the charging error but also by SP failing to maintain a promise to place the account on hold and not replying to a letter of complaint C had sent. In consequence of this, the Ombudsman directed SP to make a goodwill gesture to C and to send C a letter of apology.

### 12.2

C received a bill from an SP that was not C's own. Enquiries were made with C's proper SP which indicated that the service had not been transferred. C proceeded on this basis. The bill was not paid. This led to the other SP instructing solicitors to chase the debt. When further enquiries were made it was established that the service had been transferred. It was considered that SP had provided poor customer service in not confirming this transfer when C made enquiries.

A goodwill gesture was required in relation to this poor customer service. It was indicated that in relation to any improper transfer C should complain to the other SP.

### 12.3

C claimed to have telephoned SP to cancel a service during the cooling off period which allowed cancellation without penalty. SP accepted that C had made contact during the period but claimed that C gave notice of cancellation only after the cooling off period had expired. SP continued to charge for the service and claimed that C was liable for an early termination fee for cancellation during the minimum contract's period.

The Ombudsman found that SP's records showed that C had telephoned within days of the service being provided and had never made any attempt to use the service after that

call. The Ombudsman decided that C had made the initial call for the purpose of cancelling the service and was entitled to cancellation from that date without penalty and required SP to recalculate C's bills accordingly and to make a goodwill payment to reflect the costs C had incurred in getting the matter resolved.

#### 12.4

C disputed calls to PRS numbers. SP identified that the numbers related to quiz TV programmes. C confirmed a few calls had been made to the numbers, but disputed the number of calls shown on the bill. SP maintained the charges and confirmed the personal identity number assigned to C's mobile handset showed against each of the calls made. SP directed C to ICSTIS and offered to release C from the contract without penalty if the handset was returned. It also offered to reduce C's bill as a gesture of goodwill. C declined the offer and continued to dispute the call charges.

The Ombudsman considered that the calls had been made from C's handset and that C was liable for the charges. However, it was noted that SP had not offered a PRS call bar and had provided C with limited information about the numbers dialed. In addition, SP failed to address issues raised by C even though it agreed to investigate the matter. This was considered to be a shortfall in customer service. SP was required to send a letter of apology, provide C with the opportunity to arrange a payment plan, maintain its offer to apply a credit to C's account and release C from the contract without penalty on return on the handset. It was also required to apply a further credit as a gesture of goodwill in respect of the customer service issues identified.

#### 12.5

C signed up for SP's services on the basis that SP would apply a discount to C's account. One month, SP reduced the discount added to C's account. At the same time, no payments were taken by Direct Debit, and therefore SP charged C an administration fee. SP accepted that errors had occurred and added several credits to C's account.

The Ombudsman noted mistakes had been made on C's account. SP was required to provide further credits equal to the discounts C should have received.

#### 12.6

C claimed that SP had agreed to the early termination of a contract because there were service issues. SP did not accept this and said that it had offered to check the handset but C would not provide it for checks. C then ported the number to an alternative service provider. In doing this C brought the contract to an end before the minimum contract period was over. There was no support for the claim that SP agreed to the early close of the contract. All of the notes and correspondence in the case indicated that SP maintained that the contract should stand.

SP was not required to take any further steps in this case.

#### 12.7

C contacted SP to attempt to get a broadband connection problem resolved and incurred a cost for calling the company. SP maintained the charge as correct. It was found that

the charge should be maintained and that it was correct. But a delay in responding to C's letters was found.

SP was required to make a credit against the PRS charge as a goodwill gesture for the delay in its response and send a letter of apology for the delay in replying to C's letters.

#### 12.8

C wanted to pay the final outstanding balance on C's account. C obtained a ledger from SP and calculated how much C owed. C sent a cheque to SP. SP disagreed with the amount C felt C owed. SP therefore returned the cheque to C. C maintained that C's figure was accurate.

The Ombudsman decided that C's final settlement figure was incorrect - the calculations C had carried out were inaccurate because C had not understood the ledger. It was decided that C should have been aware of the outstanding balance as it had been shown on C's bills. SP was required to confirm the final balance to C.

#### 12.9

C closed C's landline account with SP. SP continued to send bills to C. C complained on a number of occasions. SP undertook to close the account. However, C continued to receive bills.

The Ombudsman considered SP's failure to close C's account represented poor customer service. SP was required to ensure the account was closed with no amount outstanding, apologise to C for the problems caused and to send a cheque to C as a goodwill gesture. SP was also required to ensure any adverse information passed to C's credit file as a result of pursuing C for payments C did not owe were removed.

#### 12.10

C was a small business and asked for SP to provide a new system. SP failed to include the cost of cabling in the quotation. SP offered a discount to C and a goodwill gesture. C refused and complained to Otelo.

The Ombudsman considered that SP had made a generous offer over and above the incorrect contract price which C had refused. The Ombudsman required SP to honour the original quotation but did not consider that any further compensation was warranted.

#### 12.11

C experienced a history of incorrect billing which led C to arrange for payment to be made by cheque. After such payment was made SP notified C that payment was to be made by Direct Debit and supplied a mandate to arrange this. SP also indicated that all outstanding monies were to be paid within a very short period of time. This was considered poor customer service and unreasonable. SP later accepted that errors had been made and that payment could be made by cheque.

SP was required to provide a letter of apology, confirm that C would be able to continue paying bills by cheque and to provide a goodwill gesture to reflect the poor customer service experienced.

#### 12.12

C contacted SP and requested a credit be applied as a cheque. SP stated that the credit was a promotional offer and would not be transferable.

It was concluded that C was not entitled to any refund of the disputed credit claimed as it was offered as a promotion only. Any credit offered as a promotion is not refundable or transferable once an agreement is ended or transferred. There was no evidence of any service shortfall in this case. No further action is required from SP in this case

#### 12.13

C stated that incorrect charges were raised and a poor reply received when complaining to SP. SP accepted that incorrect charges were applied and offered a credit to reflect this shortfall.

It was concluded that C had been inconvenienced with regards to initially being placed onto an incorrect tariff and with the poor reply received from SP. SP was required to send C a breakdown of the account clearly demonstrating the amendment made and credits applied, maintain its offer of goodwill credit and send a letter of apology

#### 12.14

C agreed a fixed monthly price for a bundle of landline, calls and broadband services from SP. However, C then complained to SP that C was not being charged at the previously agreed rate, but more, every month. SP maintained that the offer was only a promotional offer and eventually offered C another discount as it confirmed the Advisor was not authorised to offer such a deal, but C declined this and the matter reached deadlock.

From the evidence and information provided for investigation, it was satisfied that C had agreed to the fixed monthly rate for those services but there was nothing to suggest C had been advised this was only a promotional offer for several months. On this basis, the investigation was satisfied that C had been overcharged by SP. It was also clear that SP's Advisor should not have offered the deal anyway. In addition, the investigation also found that C had received poor levels of customer service in relation to SP's initial lack of response to the complaint, which only compounded the matter further.

Therefore, it was proposed for SP to ensure that the overcharging was credited back to C and that C was provided with a breakdown of this. It was further proposed for SP to also apply a further goodwill credit to C's account along with a sincere apology.

#### 12.15

C disputed roaming calls charged when handset was stolen as C was informed that the account with SP had a credit limit. C complained to SP but SP maintained that C remained liable. SP said that it did not agree a credit limit with C and that any credit limit

on an account is an internal limit used by SP. SP maintained that C was liable to pay the disputed charges.

The Ombudsman advised C that as the contract was sold by a retailer then C should pursue the issue of any misinformation given about a credit limit at the point of sale with Trading Standards. The Ombudsman said that SP's terms and conditions clearly advised that a credit limit was not a budgeting tool. The Ombudsman said that C was liable for the disputed calls until the time that C reported the handset stolen to SP. The Ombudsman found no evidence of poor customer service and so required no further action from SP

#### 12.16

C signed up for a contract with SP believing the payment figure to be all inclusive. When C received the invoice C realised that the contract had VAT applied and that C became liable for monthly insurance charges after three months. C wrote to SP and SP responded by agreeing to put C on the quoted price plan, refund the insurance charge and cancel the contract. C asked to terminate the contract and SP stated that it would apply early termination charges.

The Ombudsman considered appropriate action had been taken by SP and required it to take no further action.

#### 12.17

C moved address but SP kept billing C for rental of old address. C complained to SP and sent letters of complaint but received no resolution. SP said that it could not provide an argument as C had received poor customer service due to several errors. Sp proposed to refund C with rental charged in error and award a nominal goodwill payment.

The Ombudsman said it was clear that C had received poor customer service from SP. SP billed C incorrectly and failed to resolve within an acceptable time frame. SP also caused C's service to be disconnected in error. SP was required to refund C with all incorrect charges, award an increased goodwill payment and send a letter of apology.

#### 12.18

C moved address and requested that calls be routed still with current call carrier. C then received a bill from SP, who provided the line but this also billed C for calls. C disputed this bill with SP and sent several letters but received no explanation. C requested a reduction of call charges from SP. SP provided the Ombudsman with a copy of the account records and confirmed that C remained liable to pay for the calls.

The Ombudsman said that when C moved it was C's call carrier's responsibility to ensure that it routed C's calls through it at the new address. As this failed to happen then SP carried the calls in good faith. The Ombudsman could find no justified reason why SP should reduce the balance for calls. The Ombudsman was however concerned that SP failed to provide C with an explanation for five months and also failed to provide C with confirmation of what SP was providing C with. In recognition of this the Ombudsman required SP to award a nominal goodwill payment and send a letter of apology.

## 12.19

C made changes to an account C had with SP and was surprised to find that charges for two products that C had not requested, had been billed to the account. C complained to SP about this but despite assurances that the products would be removed from the account this did not happen, and C's letters of complaint went unanswered. C complained to the Ombudsman.

In response to the complaint, SP told the Ombudsman that it had now removed the products and applied credit refunds for them to the account. The Ombudsman considered that this action provided C with a resolution to the complaint. However, the Ombudsman commented that there had been shortfalls in customer service which had caused inconvenience to C. There were the products have been applied in the first place and the failure of SP to respond to C's complaints. The Ombudsman directed SP to make a goodwill gesture to C and to send C a letter of apology, in recognition of these shortfalls.

## 12.20

C said had been billed after service with SP ceased. C also complained about charges incurred due to a stolen mobile handset. C said that SP failed to resolve C's complaints. SP said it had very little information about the mobile account but provided the account notes it did have. SP said that when the broadband service was ceased a rental product continued to be billed. This was resolved and the outstanding balance was removed.

The Ombudsman said it was clear that the broadband billing issue had been resolved although could not say if C had paid for the service after it ceased. With regard to the mobile service the Ombudsman confirmed that C remained liable for any call charges incurred whilst the handset was stolen and also remained liable for any further rental or termination fee. The Ombudsman required SP to check that C was not due a refund and to award a nominal goodwill payment for any inconvenience caused.

## 12.21

C reported a fault on the line. SP agreed to send an engineer and told C if the fault was with C's equipment, C would have to pay for the visit. A fault was located on the cable outside C's property, but SP charged C for the visit. C disputed the charge, but SP maintained it was correct as the fault was found on the cable between C's house and the junction box. C continued to dispute the charge.

The Ombudsman considered SP was responsible for the external cables and wiring from the network up to C's master socket. In addition, it was noted that SP's terms and conditions stated a charge would apply only if the fault was found to be with equipment belonging to C, which was not the case. It was considered SP had misadvised C and incorrectly applied the charge. SP was required to send a letter of apology, provide a payment as a gesture of goodwill, and refund the cost of the engineer's visit.

## 13.0 Equipment

### 13.1

C's mobile stopped working and C sent it for repair under warranty. SP requested payment as the repair was not covered by the warranty. C refused to pay and requested the handset back. C asked for a free repair or to terminate the contract. SP refused. C complained to Otelo.

SP provided copies of correspondence sent to C. The Ombudsman was satisfied that C had been provided with the terms of the warranty and the Terms and Conditions of the contract. SP had reduced the repair charge, provided C with details to obtain a second opinion, had provided goodwill credits in excess of the repair charge. SP would not agree to release C from contract without payment of the early termination fee.

The Ombudsman considered that C had not disputed the damage to the handset was not due to a manufacturing fault and had not tried to obtain a second opinion. The Ombudsman considered that SP had provided good customer service and therefore did not require SP to take any further action.

## 14.0 Faults (Equipment)

### 14.1

C complained that SP's advertising literature was false as the item purchased did not function in accordance with SP claims. C also complained of poor service since SP failed to provide a response to two letters. SP claimed that it did not receive the two letters that C claimed to have sent. Furthermore, SP advised that a line test revealed there to be no faults. The Ombudsman found that C had not supplied a copy of SP's advertising claims. However, checks on the Internet did support C's claims that SP claimed the facility to work. Since there was no evidence of C's matter being widespread and SP's test revealing no faults it was considered SP had taken reasonable steps to investigate the fault. Nevertheless, there was also evidence that C had given the retailer and SP the opportunity to rectify and eliminate any faults. On the balance of evidence it appeared that C had emailed to SP about the complaint on numerous occasions including writing two letters. SP was required to provide C an apology for inconvenience and in recognition a goodwill payment.

Although there was no evidence to assert that the handset was faulty C was recommended to contact the retailer and ask for a refund since it appeared that the handset may not be "fit for purpose". C was advised to exercise rights under 15B of the Sale of Goods Act 1979 (as amended) and ask for a refund on the basis that the handset may be not be fit for purpose.

### 14.2

C complained that modem became faulty. C reported to SP twice and was informed a replacement would be sent free of charge. On C's third call C was informed that the modem would not be free. C therefore requested a MAC code. C complained that SP failed to provide the MAC for two and a half months. C requested compensation for costs incurred and an explanation and apology. SP said that C was not entitled to a free modem as C had had the service for 11 months. SP said it did produce a MAC code for C when first requested but when it called C there was no response.

The Ombudsman said that any misinformation about being provided with a free modem was viewed as poor customer service. The Ombudsman however said that the evidence provided did show that SP attempted to provide C with a MAC. The evidence also showed that C did not contact SP to ask again for the MAC for two and a half months. After review the Ombudsman said that SP's removal of the outstanding balance was a reasonable award in recognition of any MAC problems. The Ombudsman required SP to award a nominal goodwill payment for any misinformation given to C and to send a letter of apology.

### 14.3

C made several complaints about the customer service from SP. C's service went down for a period and C was unhappy with the way that the complaint was addressed. The Caller Display service was still not working at the time that C made the complaint.

SP had provided C with compensation entitlement plus extra for goodwill.

The Ombudsman was satisfied that SP had given the C sufficient goodwill. The Ombudsman required that SP provide C with a point of contact to monitor Caller Display situation until it was fully functioning.

## 15.0 Faults (Line)

### 15.1

C complained of line fault with SP. C remained unhappy as SP had deadlocked C and advised it could do no more. SP confirmed that it has changed exchange equipment but could find no fault. SP also said that its engineers could find no fault.

The Ombudsman said that it was clear from C's recent contacts with Otelo that the fault still persisted. The Ombudsman therefore required SP to continue to investigate the fault. SP was also required to award a nominal goodwill payment.

### 15.2

C experienced a loss of landline and broadband services with SP for several weeks, due to SP upgrading C's line to its own network. C made daily contacts with SP requesting a divert and also updates but the divert was not placed and no updates were received. C complained in writing to SP also but to no avail. Eventually, C transferred away from SP but continued the complaint. SP offered C recompense for the loss of service and also goodwill, but this was declined.

It was clear to the investigation that, through no fault of C's, C experienced a loss of service for several weeks that C incurred additional costs for and also undoubted inconvenience. Although it was noted that SP was reliant upon a third party for updates and to resolve the matter, it was considered SP's responsibility. Nevertheless, following C's formal complaints to it, SP offered C recompense for several elements of the complaint. In full consideration of the dispute, the investigation was satisfied that this was fair and reasonable. Therefore, it was proposed that this offer be retained.

### 15.3

C had telephone service with SP and gave SP notice to move supply. Shortly afterwards C had a fault on the line and C reported it but SP refused to raise a fault as C was leaving.

The SP produced a final bill but did not respond to C's complaints.

The Ombudsman required that SP make a written apology and goodwill payment to C for poor customer service.

### 17.0 Fraud

#### 17.1

C complained SP set up an account without authorisation. C also considered SP had misappropriated funds to the account, sent information to an incorrect correspondence address and failed to provide agreed services to C's new business address. C also made a subject access request, but considered SP failed to respond.

SP failed to provide details of the original contract information used to set up the account, therefore, it was considered an account in C's name may have been set up in error. However, it was noted C had authorised a third party to use C's credit card in order to make payments against the account. Therefore, SP was not required to provide a refund of payments made against the account. It was considered SP had sent information to the wrong address, which may have delayed provision of services to C's new business address and that this was reflective of a shortfall in customer service. The available information suggested C was being charged for a service SP could not provide and that SP had applied an incorrect tariff to C's account. SP was required to refund C for payments made for the service SP could not provide, recalculate C's bills on the correct tariff and apply a credit equal to any overcharges C had incurred. SP's failure to respond to C's subject access request was considered to be reflective of poor customer care and SP was required to address C's request. SP was also required to apply a credit as a gesture of goodwill and provide C with a copy of the contract used to open the additional account in C's name.

### 19.0 Installation

#### 19.1

C requested a package of services from SP but SP failed to provide the broadband part of the package. C called to cancel the order but SP failed to properly disconnect the account and continued to send C bills. C sent letters of complaint to SP but did not receive a response to them, so C complained to the Ombudsman.

In its response to the Ombudsman, SP accepted that the broadband service had not completed as a result of a systems error and it had failed to properly disconnect C's account.

The Ombudsman directed SP to disconnect and close the account and also directed SP to make the appropriate refund to C for an overpayment on the account and to make a goodwill gesture in recognition of the inconvenience caused by shortfalls in customer service.

## 24.0 Mis-selling

### 24.1

C arranged for SP to install a telephone system with broadband at C's business premises. SP completed the installation and provided C with on-site training. C complained to SP that C had wanted to buy the system outright and had not wanted to lease it. SP responded by advising C of the leasing agreement and its terms. C complained that C was unable to properly use the system and SP responded by advising C that C had signed documents confirming that C was satisfied with the installation and that on-site training had been given. C wanted SP to allow C to purchase the equipment outright at a price C felt was reasonable and when SP refused to do this, C complained to the Ombudsman.

The Ombudsman was satisfied that C had entered into a leasing agreement and there was no requirement on SP to allow C to purchase the system outright and was also satisfied from the documentation C had signed that SP had provided on-site training in the use of the equipment and C had been satisfied with the installation. The Ombudsman commented that there was no requirement for SP to allow C to purchase the system. The Ombudsman concluded by saying that the Leasing Agreement was binding and SP need not take any further action in the case.

### 24.2

C disputed charges for International Roaming and incoming calls whilst abroad. SP stated that the charges are clearly visible at the point of sale and are also provided on billing.

It was concluded that C was not mis-sold the agreement with regards to International roaming and incoming call charges. However, C was not shown a level of service expected with regards to being double charged, the inconvenience this cause and the lack of a full reply to all contacts. SP should offer C a credit against the outstanding balance for the service shortfalls and send a letter of apology

### 24.3

C agreed to upgrade C's contract with SP but then found that the monthly line rental charge was double what C had been offered at the point of sale. C complained to SP but it maintained the charges. C then made a formal Subject Access Request to acquire a transcript of the original sales recording, but this could not be located. Eventually, SP agreed to reduce the monthly payments, but C remained unhappy.

In this instance, there was no specific information to confirm exactly what the agreed monthly line rental rate would be. A copy of the initial sales recording was also not

available. It was also clear that C had been offered a tariff by another provider at a better rate. In full consideration of the matter, it was considered that SP's belated decision to reduce the monthly rate was welcomed, it was also proposed for SP to allow C to cancel the contract without penalty, should C wish to do so.

#### 34.0 Service Transfer

##### 34.1

C transferred telephone services to SP and also requested broadband. SP failed to provide broadband and also advised C that another provider had taken over the line. C was unable to confirm who had the telephone line. C did not receive any telephone bills. C telephoned, visited and wrote to SP on numerous occasions. SP did not reply to C's final two letters and C complained to Otelo.

SP agreed that it had given C incorrect information and that it had failed to set up the broadband due to system errors on the telephone account. SP confirmed that it provided C's telephone line but had not issued any bills. The Ombudsman considered that C had received very poor customer service and required SP to provide a goodwill credit on the account to compensate for the poor customer service and a goodwill payment and to give high priority to the connection of the broadband service.