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## **1.0 Auto Diallers**

### **1.1**

C received a bill containing PRS call charges to a television quiz show. C said that no more than three calls had been made to these lines. SP said it had tested the line and found no faults. C claimed the charges were not legitimate.

The Ombudsman found that these call charges were legitimate and should be paid. It was explained that often callers to television quiz lines do not realise that calls that reach no more than a recorded message saying that the call has not been put through to the studio are still chargeable and disconnect the call and press redial. In this way large bills can be built up.

### **1.2**

C was the victim of a 'rouge auto-dialler scam' that generated calls to a European Mobile Satellite System (EMSAT) called up from an internet connection. C disputed the calls that SP applied to C's account for these calls, claiming that as C had not made the calls C should not have to meet the charges.

The Ombudsman came to the conclusion that the calls had come about as a result of C not installing adequate protection on C's computer equipment and therefore C was responsible for the call charges. The Ombudsman noted that the calls had been detected by SP's monitoring processes and had this not happened the charges could have been much higher.

The Ombudsman suggested to C that C install computer protection software such as a Firewall or Virus Guard and directed C to the Government website [www.getsafeonline.org.uk](http://www.getsafeonline.org.uk) which provides advice on internet security.

The Ombudsman came to the conclusion that C was responsible for the call charges C disputed and that there had been no wrong-doing in this case on the part of SP.

### **1.3**

C was sent billing by SP which showed international calls that C claimed C did not make. C disputed the calls and SP established that they had been made by an internet modem and C had been the victim of a rogue auto-dialler scam. C continued to dispute the calls and claimed that SP should have done more to prevent them. SP explained that it monitored calls but given the time frame and the duration of the calls monitoring had not been able to pick it up.

The Ombudsman decided that the charges had been caused by C failing to install adequate security protection to C's computer which had been attached to the telephone

line. The charges had been correctly raised and C was responsible for them. The Ombudsman could see no wrong doing on the part of SP in this case and she therefore concluded that SP need not take any further action.

## **2.0 Billing**

### **2.1**

C complained to the SP after receiving a bill for a VOiP service never requested. The SP initially refused to deal with C as they couldn't provide the date of birth held from the online registration, but despite C's protests, the SP continued to send bills. C then sent a letter and an email to the SP, but these failed to receive a response. After C contacted the Ombudsman regarding this matter, the SP offered to cancel the outstanding balance and send an apology.

The Ombudsman could see that the only correct details held by the SP were the name and address. Therefore she concluded that C had not set up the service and she recommended that the SP now reviewed its online registration process to see how this could be made more secure. In resolution she required the SP to send a letter of apology, ensure the account and the outstanding balance was cancelled, and to make a goodwill payment in respect of the customer service issues raised. The Ombudsman also required the SP to ensure any adverse credit information was removed, and then remove C from any mailing lists to ensure no further correspondence was received.

### **2.2**

C's Direct Debit details were input on another customer's account by SP. SP tried to take payments from C's account for the other customer's services. The payments failed. However, C incurred bank charges.

The Ombudsman required SP to offer to reimburse C for bank charges if C provided a bank statement to show what charges had been taken. SP was also required to confirm it had removed C's details from the other customer's account and to make a goodwill payment to C to recognise the inconvenience caused.

### **2.3**

C cancelled service with SP within cooling off period but continued to receive bills. Despite SP assuring C that it cancelled the account C continued to receive bills. The Ombudsman was disappointed that SP did not provide his office a case-file for this case. He required SP to provide C a goodwill payment, an apology for the poor service and assurance to C that the account had been closed and that no future bills would be sent out.

## **2.4**

C stated that charges were levied for calls that should have been free. SP investigated and found that a necessary piece of equipment had been disconnected by C. SP also acknowledged that its customer service had been lacking, for which it offered a goodwill gesture.

The Ombudsman considered that charges from SP were correct, that C had taken the decision to disconnect the equipment on the line and that SP did not have any control over the actions by C. She agreed with SP's original goodwill offers and required them to be completed, with an apology for the poor customer service.

## **2.5**

C was receiving services from SP. C was unable to make payments on the account without the use of billing which C claimed SP had not sent. C made repeated requests to SP for billing and SP said that it had obliged with C's requests. C did not meet outstanding charges on the account and claimed that this was SP's fault because SP had not sent C the billing C asked for. C eventually received a debt collection notice and again contacted SP for the billing. SP applied a small goodwill gesture to C's account as C claimed not to have received the billing and SP then sent further copies of it to C with a summary of the account.

The Ombudsman commented that she found it hard to believe that so many copies of the billing appeared to have gone astray in the post. However she noted that C's resolution to the complaint appeared to have been fulfilled by the recent action that SP had taken to send the billing again with a summary.

The Ombudsman came to the conclusion that given the events of this case that it would not be fair for SP to have a credit rating entry made against C and she decided that provided C met the outstanding balance on the account, SP should ensure that C's credit rating was not affected. If C failed to meet the outstanding balance SP could of course continue with such action. Other than taking this action, the Ombudsman decided that SP need not take any further action.

## **2.6**

C's partner agreed a CPS telephone service with the SP. However, an error was made and this led to C receiving bills rather than the partner. The SP acknowledged an error may have occurred, but despite many requests from C, the SP failed to change the ownership of the account. This account was eventually cancelled by the SP on request, and a refund cheque provide for a remaining credit. C remained unhappy with the service provided and request and explanation for the problems experienced.

The Ombudsman concluded from the information received that C had failed to receive adequate customer service and required the SP to send a letter of apology, in addition to a written explanation for the problems experienced and make a goodwill cheque payment.

## **2.7**

C complained to the SP after the broadband installation disc failed to work on a laptop. C contacted the SP for advice and was told that the laptop was faulty. This was established not to be the case through the laptop manufacturer and it became apparent that it was the disc at fault. C constantly asked for a replacement, but it was a lengthy period before one was issued, and the service installed. C requested a refund of these charges during this period, and a further billing error occurred with the SP billing C twice for the service. A number of letters and calls were made and the billing on the account was disputed even after some credits had been made. C brought this matter to the Ombudsman, and although she requested that this matter was put on hold during the investigation stage, the SP decided to disconnect the telephone line, apply termination fees, and pass the account for collection.

From the information provided, the Ombudsman concluded that C had failed to receive adequate customer service; that the SP had failed to take the appropriate corrective actions and caused avoidable delays. She also considered it was inappropriate that the termination and administrative penalties had been applied. In resolution she required the SP to send a letter of apology, maintain a previous goodwill offer, then cancel the termination and administration fees as a gesture of goodwill. She also required the SP to make a further goodwill in full consideration of the customer service issues and avoidable costs, in addition to providing written confirmation of all credits and refunds applied, and ensure that any adverse information is removed, after C cleared the outstanding balance. The Ombudsman asked C to consider paying off the undisputed part of the bill, and also asked the SP to further consider reconnecting the line and putting off any collection action on hold. C was also advised to contact the SP to alter the chosen family call discount scheme.

## **3.0 Broadband**

### **3.1**

C agreed to SP's broadband and telephone service. C was happy with the telephone service but could not access the broadband. After attempts to rectify this, including a new modem, C requested cancellation, but continued to be charged. SP then advised C of a new package that consisted of free broadband. C wanted this and SP transferred the account over, but C was then charged for the broadband service as SP could not provide a free service in C's area. Upon investigation SP acknowledged that it had provided C with poor customer service and confirmed that all broadband charges would be cleared. The Ombudsman welcomed SP's admissions and required it to confirm this in writing to C, along with an apology and also confirmation that C's credit status had not been affected.

### **3.2**

C cancelled broadband with SP but SP did not remove the service from the landline preventing C from applying for service with another provider. C was provided with 3 MAC codes but none were valid. SP said that there had been confusion with the account due to C's old account at a different address.

The Ombudsman said that C had received poor customer service from SP. SP to immediately cancel the account and to award C with a goodwill payment.

### **3.3**

C made calls and wrote letters to SP to resolve the Broadband issue. Although SP made attempts the issue was not resolved. C complained that SP did not respond to any of C's five letters. The Ombudsman noted that although SP had made attempts to resolve it did not take ownership of C's complaint. She required SP to provide C an apology, refund broadband charges due to non usage and ensure no adverse information was recorded against C's name.

### **3.4**

The Ombudsman concludes SP was unable to provide its broadband service to C due to an underground line problem. It therefore refunded the costs of the broadband service in full. The Ombudsman acknowledges SP is not obliged to pay consequential loss in light of broadband problems however in recognition of the customer service issues raised, she directs SP to make a goodwill payment.

### **3.5**

C subscribed to SP's broadband service. For several months SP charged C incorrectly. SP eventually resolved the problem, applied credits to C's account to recognise the overcharging, corrected C's billing and made an additional credit as a goodwill gesture to recognise the inconvenience caused to C. C complained that the goodwill credit was not sufficient and that C did not understand the credits applied to the account.

The Ombudsman agreed with C that the goodwill credit was not adequate and required SP to make an additional credit, and also required SP to provide a breakdown of charges.

### **3.6**

C had intermittent broadband service from SP. C said an engineer visited and advised that broadband was not available in C's area and that was why it did not work. C requested a refund of rental paid to SP. SP refunded some rental and cleared the outstanding balance. C remained unhappy with this and sent a letter of complaint. C

received no response. C sent a second letter and received a response from SP maintaining that the refund already given was its final decision response.

The Ombudsman said that SP had responded to C's faults in an appropriate manner. The Ombudsman confirmed that C could have broadband in C's area. The Ombudsman said that SP's refund was an acceptable response. The Ombudsman however said C had received some poor service from SP and so a further goodwill payment was requested from SP.

## **5.0 Cancellation**

### **5.1**

C stated that an account was not properly closed and a refund sent to a third party without SP being authorised to do so. SP investigated and found that the third party had represented them selves to SP which took this in good faith. SP paid the third party, but the payment was not cashed. SP then investigated further and made a duplicate payment to C correctly.

The Ombudsman considered that SP had acted correctly, but there had been a minor shortfall in customer service by its lack of responses to C's letters. However, the Ombudsman agreed with the proposal made by SP of a goodwill payment.

### **5.2**

C was moving house and requested the SP transfer its services. However, C was unhappy with the timescale involved and requested immediate cancellation. The SP stated the accounts would be cancelled but only after a notice period had been served. Some action was taken by the SP, but apparent billing errors occurred. C continued to complain to the SP and despite assurances bills kept arriving.

The Ombudsman concluded that the SP had failed to take al necessary action and that C had received poor customer service. In resolution she required the SP to send a letter of apology, cancel the outstanding balance as a gesture of goodwill, confirm that both the broadband and telephone services had been cancelled, and ensure that any adverse credit information was removed. The Ombudsman also required the SP to send a cheque payment as a further gesture of goodwill.

### **5.3**

C cancelled service with SP but continued to receive bills. SP said that this was due to an error as C had already cancelled the landline with line provider. SP confirmed it had now resolved the error and C would receive no further bills.

The ombudsman said that C had received a shortfall in customer service from SP. SP to send a letter of apology and confirmation that C's credit file will not be affected.

#### **5.4**

C found that SP had been debiting monies from C's account for almost two years, and one year after C maintained C had cancelled the service. C had a package with SP for combined telephone and internet, at one monthly cost. C maintained that C switched providers and was then billed by the other provider for C's calls. SP maintained the charges were correct as it had not received any formal cancellation from C and although the other provider may have taken C's calls to its own network, this did not warrant full cancellation of the whole service. The Ombudsman was satisfied, from the information provided, that although another provider may have taken C's telephone service resulting in C being charged by that provider for C's calls, there remained a package with SP that included an internet package that still warranted the monthly fee. The Ombudsman was of the opinion that SP had not received any contact from C personally about the account until over two years later, and that C presumably still would have had full access to the internet service. The Ombudsman also question how C did not realize payments were being taken by SP for a such a long period of time. However, the Ombudsman did find that C had received a shortfall in customer service from SP in relation to a delayed response to C's letter of complaint. The Ombudsman required PS to confirm the closure of C's account with a zero balance and also provide C with a small goodwill payment and apology for the shortfall in customer service received.

#### **5.5**

C cancelled telephone service before cooling off period. SP advised that the cancellation would take effect. C later received a bill from SP for calls. Despite C's numerous contacts with SP it never agreed to waive the charges. SP advised the Ombudsman that it had closed the account and waived the outstanding balance. The Ombudsman was of the opinion SP's offer was an adequate recompense, but required SP to provide C an apology for poor service and a small goodwill payment.

#### **5.6**

C claimed that on moving house SP had been notified of the move and cancellation had been requested. SP did not provide a full casefile and a decision had to be made on the balance of probabilities. As proof was provided of the new house purchase and many suppliers of different services would have to be contacted as a matter of routine and there was no evidence that later letters had been responded to it was found that SP had been notified.

SP was required to account to C up until the moving date. Any charges applied to the account after that date were to be waived and a new invoice was to be delivered to C.

SP was also required to provide written confirmation that any debt collection action has been ceased and that no adverse entries had been made on credit reference files held in relation to C. Any entries that may have been left were to be removed immediately.

In respect of the extended poor customer service experienced in this case SP was required to provide a goodwill gesture. Any outstanding balance on the account could be deducted from this goodwill gesture.

## **8.0 Customer Service**

### **8.1**

C received a late payment letter from SP yet C had paid the bill previously. However SP could not find this payment and this resulted in C's service being restricted. C made arrangements to send in evidence of the payment such as C's bank statement and also a copy of the cheque payment, and upon receipt of this, the payment was finally accepted. Due to this matter, C complained to SP in writing, but had to chase a response. SP eventually replied and advised that a credit would be credited to C's account on the next bill. However, C found that this did not happen and therefore complained again. SP apologised to C for this, but after another complaint, SP eventually increased its offer. However, C refused this and the matter reached deadlock. The Ombudsman found that C had received undoubted shortfalls in customer service from SP throughout the matter, but acknowledged that SP was fully aware of this in its response and welcomed its admissions. Furthermore, the Ombudsman was satisfied that SP had undergone internal investigations into the matters that had been highlighted. As the Ombudsman was satisfied that SP had offered C fair and reasonable recompense, SP was required to ensure that this was adhered to, and also a letter of apology for the poor customer service received throughout.

### **8.2**

The Ombudsman concludes SP failed to provide a fully working email facility due to an error in either its or the recipients set up. C actively sought resolution to the problem however the Ombudsman considers C experienced a shortfall in customer service. The Ombudsman considers C has and continues to experience inconvenience.

In summary the Ombudsman requires SP to resolve the problem of sending emails, keep C updated on the progress of the resolution, provide a written explanation of the problem when identified, Issue a formal letter of apology; and make a goodwill gesture in recognition of the customer service issues raised.

### **8.3**

C contacted SP to cancel the account by email. SP responded by requesting that C write to a certain address by Special Delivery to confirm the cancellation request. C

stated that the email was sufficient written notification and therefore SP should accept the email on those terms. SP did not cancel the account and the matter was eventually referred to an external debt collection agency. However, after receiving C's written letter of complaint, SP agreed to cancel the account from the original debt and clear any outstanding balance owed. SP also agreed to correct any adverse information held on C's credit file.

The Ombudsman concluded that although C was correct that the standard Terms and Conditions did not specify that C had to write to a certain address, this was not an unreasonable request. However, the Ombudsman accepted that C's complaint should have been escalated internally sooner. She acknowledged that SP had agreed to cancel the account from the original date that C had requested and that it had confirmed that any adverse information held on C's credit file would be corrected. The Ombudsman required SP to confirm in writing that this process had been completed.

#### **8.4**

The Ombudsman considers SP failed to demonstrate an adequate level of customer service in its handling and administration of this case. The Ombudsman considers C was inconvenienced by this failure and incurred costs when seeking resolution.

The Ombudsman is satisfied that SP provided credit refunds for any overcharges that it generated and has apologised to C on three occasions. However, for clarity, the Ombudsman directs SP to write a detailed letter of explanation of the accounts and credits applied.

In recognition of the customer service issues raised on this case the Ombudsman directs SP to waive the charges generated since December in goodwill. The Ombudsman requires SP to find out if C wishes to continue with the contract.

#### **8.5**

C suffered delays in receiving a broadband modem from T because it had arranged for it to be delivered to the wrong address. When it was delivered it could not be installed despite numerous calls to T's technical department. Eventually T allowed the account to be cancelled without penalty but then continued to collect payments from C's bank account.

The Ombudsman required T to provide a letter of apology and confirmation that no defaults or entries have been made on credit reference files held in relation to C. In addition it was to provide an account demonstrating all broadband charges (including any penalty charges for late payment and letters written or any other administration charges that might have been applied) to the account and credits provided also. It was also required that enough credits had been provided to balance all charges made. Any deficit was to be met with an additional credit.

Additionally, T was required to provide a goodwill gesture to reflect the poor levels of service provided in relation to this account. Any expenses that had been incurred as a

result of poor advice from the technical department were to be reimbursed upon provision of receipts or other reliable forms of proof to support the claim. T was also required to provide the name and address of a representative that could be liased with in this regard. All credits and goodwill gestures were to be provided in the form of a cheque.

## **8.6**

The Ombudsman concludes there is evidence of a shortfall in customer service at times on this case. C claims the upgrade included a Bluetooth headset and half price rental for the first three months of the contract. The Ombudsman found no evidence of the half price rental offer to which C referred and considers SP registered C to a very competitive package. C remained dissatisfied with the price plan and cancelled the agreement. The Ombudsman welcomes SP's settlement offer and considers it very generous.

In summary the Ombudsman directs SP to credit the account with half the outstanding balance in goodwill; and cancel the account without charging an early termination fee.

## **8.7**

C was a new customer of SP and experienced several different problems form the outset such as payment and loss of service. C complained to SP and was offered a small goodwill credit due to this. However, C remained unhappy. C continued to complain and much email correspondence was entered in to by both parties. Eventually, SP increased its offer but C remained unhappy. The Ombudsman found that C had experienced difficulties but that these were rectified almost immediately. It transpired that C's main concern was the level of customer service provided throughout the complaint. The Ombudsman was satisfied that SP had responded to C's complaint email apart from C's initial email, and also found that C had received an inappropriate courtesy call from SP, on two occasions. The Ombudsman therefore required an apology from SP for this, but was satisfied that the credit already offered by SP was adequate to cover any poor customer service experienced throughout. The Ombudsman required SP to retain this offer to C.

## **8.8**

C reported problems with both telephone and broadband services. The problems were investigated and accepted by SP. The cause of the problems could not be established and SP made an offer to resolve the dispute. The Ombudsman required this offer to be put in place and required the refund of the broadband charges during the period of the problems aswell as a letter of apology and explanation. SP was also required to offer a fee free cancellation and provide a small goodwill gesture to take account of the inconvenience experienced.

## **8.9**

C opened a new account with SP but believed that it was an upgrade. SP continued to charge for the old service and then explained that it was a new contract and not an upgrade. SP cancelled the account with immediate effect but C asked for a refund of the payments made. SP explained that the payments were valid because a cancellation requested had not been received. However, SP did refund the payments as a gesture of goodwill. C claimed that the standard of customer service was poor but SP's log notes showed that appropriate action had been taken, albeit with some delays.

The Ombudsman was of the opinion that SP had acted appropriately in respect of this complaint and provided an acceptable resolution. However, SP was required to issue a letter of apology for the delay in providing the remedy.

## **9.0 Direct Debit**

### **9.1**

C experienced prolonged problems with SP and there were lengthy negotiations that took place between the parties. The original advisor dealing with this matter made a substantial offer to C but before it could be accepted left SP's employment. When the complaint was considered again later a further offer was made to C but it was a greatly reduced offer compared to the first one. C refused this offer.

It was found that there had been great difficulties experienced by C in this case. It was held that SP's original offer should be repeated to C

### **9.2**

Despite C contacting SP about the Direct Debit (DD) not being setup correctly the Ombudsman found that whilst attempts were made by SP the DD was not setup correctly due to a system error. She found evidence of poor service and required SP to provide C an apology and a goodwill payment.

## **11.0 Disconnection**

### **11.1**

C asked the SP to disconnect a business line on a particular date, but unfortunately this happened a few weeks prior and led to some lost takings. The SP acknowledged that some errors had been made, but failed to initially reply to C's letters. C complained to the Ombudsman, but in the meantime the SP wrote out to C inviting a business losses claim to be made.

The Ombudsman welcomes the SP's invitation as she was aware this was not covered by its Terms of Business. On review of these the Ombudsman concluded she couldn't become involved with any calculation of the losses involved. However, she concluded that there was some evidence of poor customer service being provided. In resolution she required the SP to send a letter of apology, provide written confirmation of the account closure, confirm the process C needed to follow to make this claim, and send a cheque payment as a goodwill gesture, and in full consideration of the customer service issues raised.

## **12.0 Disputed Charges**

### **12.1**

C complained that SP registered a business line instead of a residential service. SP advised that C was using the service for business purposes. However, C then registered a new line for residential use and the business service was cancelled. C claimed that SP had offered a refund but not provided it. SP called C to discuss the complaint and the phone was answered with the business greeting. SP therefore stated that C was in breach of the residential contract. C asked for compensation for the shortfall in service because SP failed to respond to letters and calls.

The Ombudsman noted that SP had failed to respond to letters and calls received from C. However, it was clear from a call placed to C that the line was being used for business purposes. SP was required to issue a small goodwill credit to the account in respect of the shortfall in service. SP was then advised to provide details of its business package to C for reference.

### **12.2**

C found SP was taking amounts by Direct Debit from C's bank account, therefore C wrote to SP requesting an explanation of what this was for, as C was unsure. C received no reply and sent another letter, whilst cancelling the payment. Again, C received no reply, but then received a solicitor's notice from SP. C complained in writing again, by recorded delivery, and SP responded to advise of the agreement that was in place. C complained a further time, but SP maintained its position in writing. There was no evidence supplied by either party to confirm the original agreement or payment. However, on the balance of probability, the Ombudsman considered that the agreement SP had stipulated was correct, and that there was no evidence to suggest this was not the case. The Ombudsman did find that due to SP's lack of response and action to C's complaint initially, a shortfall in customer service had occurred. Therefore, SP was required to credit C's outstanding balance with a small goodwill payment, and also provide C with an apology.

### **12.3**

C cut through telephone line and contacted SP to report. Sp could not confirm the repair charge that C would be charged. C then received a bill four months later charging for the repair but it did not include an explanation or breakdown. C disputed this with SP. C sent letters of complaint to SP but did not receive a response until two months later. Consequently C's service was restricted due to non-payment of the disputed charges.

The Ombudsman said that C had received poor service from SP. C was misinformed of the repair charge and received a delayed response to letters sent to SP. SP to refund engineer charge and to restore the line to both incoming and outgoing calls. SP to send C a letter of apology. On receipt of this letter C was urged to pay the remaining balance.

#### **12.4**

C received discounts from SP, but he billing later showed either no credits or less credits being applied. The Ombudsman noted that SP had applied credits but also removed various for errors it had made internally. She found that confusion arose as SP did not explain the actions it had performed on C's account. The Ombudsman required SP to provide C a goodwill payment credit.

#### **12.5**

C complained of a bill with excessive charges for internet use. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP offered to make a small credit due to the delay in dealing with the case.

The Ombudsman considered the actions taken by SP were appropriate and had no reason to doubt its invoices for C. No further action was required from SP.

#### **12.6**

C disputed premium rate call charges on one bill. SP investigated the charges but found the bill to be correct. C continued to dispute the charges and cancelled the service. SP provided ICSTIS contact details for C to determine the nature of the calls. C claimed that SP failed to take the complaint seriously but SP felt that it had done everything possible for C.

The Ombudsman noted that similar premium rate charges had been incurred over previous billing periods without dispute. As there was no evidence to suggest a billing fault, and the number had been dialled previously, the Ombudsman was satisfied that the charges had been billed correctly. The Ombudsman did not identify any evidence of a shortfall in service. No further action was required of SP.

#### **12.7**

C made repeated calls to a TV quiz show in the belief that calls were only charged for if they connected to an operator. In fact, each call was being charged for. C challenged

whether it was correct to be charged for calls that had not got through to the operator. The Ombudsman indicated that as the calls had been carried they should be paid for. It was also explained that as this type of call was classed as a premium rate service complaints should be directed to ICSTIS, the premium rate regulator. In fact a reference had been made to ICSTIS and it had advised that complaint should be made to the company producing the programme and it had provided contact details.

The Ombudsman did not require SP to take any further steps in this case and noted that there was reason that could be seen for C not to pay this bill.

## **12.8**

C was receiving three services from SP which C believed were being charged for under a package plan. After providing services for some time SP realised that it had incorrectly undercharged C for all the services, in that it had not charged for two of them. SP sent billing to C for the services it had supplied but not charged. C claimed that the billing was wrong and refused to pay the outstanding charges. SP said that it would look into the matter and whilst it was doing this it initiated debt recovery action which had the affect of annoying C more. C demanded services be disconnected and this was done and SP sent a representative to collect equipment. C refused to hand over the equipment and wanted storage charges for it and C wished to impose a substantial fine to ntl for attempting the recovery of the equipment.

SP told the Ombudsman that it had now credited all outstanding charges on C's account and disconnected services. C had received free services for some time and other goodwill gestures had been applied to the account. SP also said that under the terms and conditions of the Agreement C must ensure the return of the equipment and could not claim storage charges.

The Ombudsman came to the conclusion that there were accounting failures on the part of SP that caused the problem and these amounted to customer care failures. However, she noted the goodwill gestures C had made to remedy the account and she was of the opinion that they were appropriate in the circumstances.

The Ombudsman also agreed with SP about the return of the equipment by C and that this was clearly stated in the terms and conditions of the Agreement. The Ombudsman felt that C should ensure the return of the equipment.

The Ombudsman came to the conclusion that the goodwill gestures SP had already made to C had effectively resolved the dispute over the service charges and other than halting the debt recovery action it had initiated SP need not take any further action.

## **12.9**

C found a number of calls on C's bills that C claimed not to have made, and that they should not have been made as C had a Call Barring facility. SP maintained the charges and advised that the feature in place did not prevent such calls from being made. C incurred further charges due to this and also other disputed charges. C continued to

complain yet SP maintained its position. The Ombudsman found that although C did have a Call Barring feature in place, it was a commercial decision by SP for it not to have a barring feature that barred the disputed calls. However, the Ombudsman did find that despite C paying for the Call Barring feature, this was lifted so that other disputed calls were allowed to be made. The Ombudsman found no evidence to suggest that this was due to C and also found that C had received elements of poor customer service from SP. The Ombudsman therefore required SP to credit C's account with a goodwill payment that covered the disputed charges levied due to the Call Barring feature being lifted, and also the poor customer service received, provide C with an apology and also an explanation of some of the services on C's account. Sp was also required to recall the account from the external debt agency and remove any charges that were incurred due to this, as an added gesture of goodwill.

### **12.10**

The Ombudsman considers SP failed to cancel its services as C requested and continued to bill C for amounts that were not due. The Ombudsman notes that C actively sought resolution to the complaints and incurred costs and suffered inconvenience in doing so. The Ombudsman acknowledges SP agreed to backdate the closure of the account to C's initial request however considers it failed to provide the credit due in full. The Ombudsman considers SP failed to provide an adequate level of customer service on this case.

In summary the Ombudsman directs SP to issue a formal letter of apology for the customer service issues raised including an assurance the account is closed; ensure C does not receive any further correspondence from SP; credit the account in relation to the line rental tariff charge; then provide a refund of the entire balance totalling by cheque; and make a goodwill gesture in recognition of the customer services issues raised by cheque.

## **13.0 Equipment**

### **13.1**

C returned rented equipment to SP. Over a year later C realised was still being charged by SP. C disputed this by letter. Sp refunded rental charged and also awarded C with a nominal goodwill payment. C remained dissatisfied.

The Ombudsman said that C had received a shortfall in customer service from SP but its refund and goodwill payment were acceptable as a resolution. She required no further action from SP.

## **15.0 Faults (Line)**

### **15.1**

C agreed to service with Sp but claimed that since installation had encountered problems. Sp said it had no record of C reporting faults except once and C refused help or an engineering visit. SP said it had cancelled service without penalty and saw no reason to compensate C.

The Ombudsman said it appeared that C had not reported a fault to SP. The Ombudsman requested that SP award C with a goodwill payment but found no reason why all rental should be refunded..

### **15.2**

C experienced problems with telephone line. Following two engineer visits the problem still remained. C then cancelled the account but was continuously billed by SP. SP advised the Ombudsman that the charges were valid and that it had resolved the issue. The Ombudsman found that C had received poor customer service levels from SP and required SP to provide C an apology and a refund for the overcharges on the account.

## **18.0 Information Disclosure**

### **18.1**

The Ombudsman considers SP failed to advise C about the full pricing details during the sales discussion in accordance with Distance Selling Regulations. SP continued to bill C despite repeated requests to cancel the service. The Ombudsman notes C suffered inconvenience and incurred costs when seeking resolution to the complaints.

In summary the Ombudsman requires SP to issue a formal letter of apology including an assurance the account is fully closed; remove the cessation fee; clear the outstanding balance of the account; recall the account from its recovery service and ensure C's credit history has not been adversely affected by its actions;make a goodwill payment in recognition of the costs C incurred when contacting the company.

### **18.2**

C contacted SP with issues relating to Data Protection. SP stated that it was currently conducting an investigation and has already offered to cancel both C's and C's partners accounts without penalty and clear the remaining balance. The Ombudsman was satisfied with the actions of SP and considered that the remedy offered was generous and addresses any service shortfall raised.

Therefore, SP was required to send C its findings of its investigation, confirm that his account is closed with a nil balance along with a letter of apology.

## **24.0 Mis-selling**

### **24.1**

C was mis-sold the telephone system by SP's sales representative. As a result C incurred extra costs. C complained to SP about this but SP maintained its position that the contract was valid. The Ombudsman found no evidence of mis-selling as the initial discussions (that were disputed) were held orally and she was provided with the necessary documents detailing C's signature. The Ombudsman also found that SP had responded adequately to C's complaints and welcomed its proposals to resolve the matter, but did acknowledge that C may have received some poor service from its sales rep. Therefore, the Ombudsman required SP to retain its previous goodwill offer, and also provide C with an apology.

### **24.2**

The Ombudsman concludes the customer service and administration of the accounts on this case has not been adequate. The Ombudsman considers SP slammed C's line and then suspended the service as it pursued payment of a debt that was not due. C suffered inconvenience and incurred costs and loss of income due to SP's malpractice. Whilst the Ombudsman acknowledges SP's acceptance of its errors, in recognition of the customer service issues raised on this case and the severity of the failures highlighted, the Ombudsman directs SP to make a goodwill payment and to issue a formal letter of apology.

### **24.3**

The Ombudsman considers that C experienced problems with the system and requested compensation for the potential loss of business this has caused. However, the Ombudsman considers SP is not contractually obliged to provide consequential business losses. The Ombudsman considers SP attempted to investigate and resolve the issues as they arose.

The Ombudsman notes C complains of being misled into agreeing to a contract that was not suitable for the business. However, the Ombudsman is of the view that C signed up to the contract and the onus of responsibility is on the customer to familiarise with its terms and conditions of contract.

Based on the balance of evidence provided relating to the Security System, the Ombudsman considers that C paid for a service that SP failed to provide. The Ombudsman directs SP to refund all the monthly payments made in goodwill for the failure to connect the system.

The Ombudsman welcomes C's offer to waive any termination fee in lieu of notice on this occasion as a gesture of goodwill as C was ceasing to trade. The Ombudsman

considers this reasonable action and active customer service. The Ombudsman directs SP to collect its equipment.

#### **24.4**

Based on the information provided by both parties to the complaint; the Ombudsman can find no evidence that supports C's complaint that SP misled C into the contract. The Ombudsman considers SP correct to maintain the early termination charges. The Ombudsman requires SP to take no further action in light of this complaint.

#### **24.5**

C received a sales call from SP and maintains that C was coerced in to accepting two of its services where C was led to understand that C would not incur any additional charges. C had recently suffered a bereavement. However, C then started to receive a few bills that were much higher. C queried the bills but to no avail as SP advised of a 12 month contract. C complained to SP in writing on several occasions but only received acknowledgements of this. C also highlighted discrepancies with C's bills. C eventually made contact with SP and it was agreed to cancel her services without penalty and with a zero balance, yet C then received a bill for the next month. SP did content that C had not contacted it until several months after the installation of the services. The Ombudsman found no evidence to suggest that C was either mis-sold or coerced, but did acknowledge the circumstances surrounding this that may have led C to agree to something that was not needed. The Ombudsman welcomed SP's decision to close the account without penalty and with a zero balance and found this to be fair and reasonable for any poor customer service that was found. However, the Ombudsman also found the reason for C's delay in contacting SP about the matter was due to a billing error caused by SP. SP had not been fully charging C for its services for a few months after the installation and then increased both the charges and payments. C had highlighted chares for a specific service, yet the information provided suggested that such a service was to be provided free of charge. Therefore the Ombudsman required SP to investigate this, due to the lack of evidence, and confirm its findings in writing to C. If any overcharging was found, it was to be refunded to C. SP was also required to confirm in writing to C the closure of the account without penalty and with a zero balance, and also provide C with an apology for any shortfall in customer service received throughout.

### **29.0 Premium Rate Services**

#### **29.1**

C disputed Quizmania calls on SP's bill. SP maintained and advised C to contact Quizmania. Quizmania confirmed the amount of calls dialled yet C continued to complain to SP. SP sent C a deadlock letter.

The Ombudsman said that there was no evidence to suggest that the calls had not been dialled from C's property. C liable to pay SP. The Ombudsman required no further action from SP.

## **29.2**

C received a bill from SP, which included calls to a Premium Rate Service number. C accepted making some of the calls. However, C disputed making the number of calls listed on C's bill. SP conducted an investigation but discovered no faults which would affect billing. Therefore, SP maintained that C was liable for the disputed charges.

The Ombudsman was satisfied that as SP had investigated the disputed calls but had found no faults, that it was entitled to expect C to pay for the calls. No further action was required.

## **30.0 Privacy**

### **30.1**

C complained as the SP didn't close the telephone account when requested and also disclosed C's personal details to a third party without C's permission. Despite numerous contacts from C SP didn't resolve the issues. SP advised the Ombudsman that it had now closed the account and arranged for C to be refunded. The Ombudsman welcomed the refund but was concerned that SP had released C's details without C's consent. The Ombudsman accepted C's proposal to refund C and provide an apology. She also required SP to provide C a goodwill payment for releasing C's details to a third party without C's permission.

## **34.0 Service Transfer**

### **34.1**

C disputed premium rate calls with SP. C said SP charged more than quoted for 0800 number. C was billed by Sp and another provider for the same service. Service became disrupted and C lost business. Sp did not provide a case file so its views were not taken into account.

The Ombudsman said that SP was not liable for business loss. It appeared that line rental was with another provider and not SP. She advised C to approach ICSTIS with regard to premium rate number dispute. She requested that SP respond to C with regard to charges for 0800 number. The ombudsman said that C had received poor customer service from SP as it failed to respond to C's queries and requests for assistance. SP to refund C with the equivalent of seven months advertising costs.

### **34.2**

C registered to transfer her line to the SP. The transfer was delayed as it was established that C had a cable number. C changed the number but her line was not transferred. The SP did not inform C of the reasons for the failed line transfer, or the subsequent cancellation of her order until C sent a letter of complaint, three months after she had initially registered for the SP's service. C's line has still not been transferred.

The Ombudsman considered that the SP had failed to keep C informed and that C had experienced a shortfall in customer service. As C still wanted to transfer the line to the SP, the Ombudsman required the SP to initiate a new line transfer order, write a letter of apology as well as a goodwill payment in recognition of the customer service issues identified. SP offered C opportunity to initiate a new line transfer, as required by the Ombudsman, but C subsequently advises that she did not wish to transfer from her current provider.

### **34.3**

C's stepson who is a minor, requested information from a third party retailer about broadband, but the advisor signed up C's stepson to transfer the telephone services at home. However, C and stepson were unaware that this had happened. SP informed C that the transfer would not take place, but this was incorrect. C complained to SP about the validity of the contract and after sometime, SP agreed that no contract was in place and it would cancel and clear the account. SP also offered a goodwill credit, but failed to send the cheque. C also complained that SP had failed to answer emails under the Data Protection Act.

The Ombudsman concluded that SP did adequately resolve the complaint, but that there had been delays. SP was required to provide C with a goodwill credit and an apology for the delays. The Ombudsman also recommended that SP provide further training to its staff about the Data Protection Act, as C had rightly complained on behalf of a minor and had completed the correct form. The Ombudsman recommended that clear procedures should be put into place for such complaints.