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2.0 Billing

2.1

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

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

2.2

C subscribed to SP's service but was unable to use it. C cancelled and transferred to another service provider. SP continued to send bills and demands for payment. C telephoned, wrote letters and emailed but SP failed to resolve the complaint. C paid under protest. SP then transferred C away from C's chosen provider without authority. C lost the broadband connection again and incurred expenses returning to the chosen broadband provider. C claimed for compensation and expenses. SP made an offer in a deadlock letter which C rejected. C complained to Otelo.

SP acknowledged that there had been a number of shortfalls in its customer service. C's broadband order had got stuck; SP failed to resolve the billing complaint, and SP transferred C without authority.

The Ombudsman required SP to reimburse the expenses incurred by C and to increase its goodwill offer to reflect the inconvenience caused.

2.3

C cancelled an account with SP but continued to receive bills for it. C complained about this to SP and SP promised to rectify the matter. SP did not do this and C repeatedly complained. These complaints did not resolve the situation so C brought a complaint to the Ombudsman.

In its response to the complaint, SP told the Ombudsman that it accepted C had been sent incorrect billing and it explained the reason for this as being due to a system error. SP explained that it had now corrected the account and apologised to C.

The Ombudsman was satisfied that there was a shortfall in customer service and in recognition of this and directed SP to make a small goodwill gesture to C and to send C a letter of apology.

2.4

SP provided C with a telephone and internet service. C kept a watch on the usage by using the SP's service to notify of the level of charges incurred. C received a bill which was paid in full. A further bill was received the next quarter which showed charges for the previous quarter. C complained that the charges had been raised late and that they would not be paid as they were not raised at the right time and notified. SP investigated and found that the line had recorded the correct charges. C chased a deadlock letter.

SP told the Ombudsman that there had been an internal billing problem which caused internet charges to be raised late. C had been charged for internet usage in the next quarter for this reason and the charges were not duplicates. The Ombudsman reviewed the bills and agreed that these charges had not been raised previously and that they remained the responsibility of C. SP had raised the charges promptly in the next quarter. The Ombudsman did consider that SP had failed to address C's actual complaint around timing as it had addressed an issue as to whether the charges had been rightly incurred. As a consequence the matter had been prolonged and there had been a failure to fully inform C of the reason for the late billing. SP was required to make a written apology and to make a goodwill credit to the account in recognition of the time, inconvenience and expense incurred to C which could possibly have been avoided.

2.5

C agreed to service with SP but on receipt of first bill noticed that calls were being charged by previous provider. C called SP but was reluctant to comply with tests requested by SP. C transferred service to another provider. C complained that SP continued to charge for service and C received letters from a collection agency. C sent two letters to SP but received no response. SP said that as C was reluctant to complete tests it could not say what caused the problem with the routing of the calls. SP said that a system error several months after C's account was closed caused C to be billed for one month's line rental. In error this was then sent to a collection agency. SP said that the account balance was zero.

The Ombudsman said that C had not given Sp the opportunity to investigate the call routing problem and so there was no evidence of poor service. The error caused by SP's system was however viewed as a service shortfall as this caused C distress. The Ombudsman required SP to award a nominal goodwill payment and send a letter of apology.

2.6

C ordered broadband but there was a significant delay in providing this. C been offered an award by SP but requires a further goodwill gesture. SP has offered an apology for delay in escalating this but feels offer already made suitable. C complained that the SP did not respond to their letters of complaint.

The Ombudsman required SP to offer an apology to customer for shortfalls in customer service and on production of evidence from C to refund dial up costs incurred.

2.7

C claims SP charged for a service that it did not provide. Based on the evidence submitted to this office SP provided a carrier pre select service that C had agreed to under a subsidiary company name. The account was incorrectly administered from the outset of the case and the SP, as the mother company managed the account. This matter was fully explained to C at the time C raised concerns.

SP failed to respond to C's more recent letter of complaint and the Ombudsman considers this a shortfall in customer service. In summary the Ombudsman requires SP to issue a formal letter of apology for this service failure and maintain the outstanding balance on the account.

2.8

C's handset was stolen which led to an increased bill due to the thief having subscribed to a premium rate messaging service. This led to charges being incurred even after the account had been suspended, and C was then billed for this. C disputed the charges and SP then agreed to credit them back and also applied a further credit for the remainder of the bill. However, this led to further complications as C had not received a replacement SIM from SP and then the account was again incorrectly placed into collection and suspended. Due to these matters, C was left with the service for several months. On this basis, C withheld payment to SP and the account was again suspended.

The investigation found that SP was correct to credit the initially disputed charges and also the time C was without the service up to that point. Following this, the investigation also found that the account had not been lifted out of suspension as it should have been which left C without service for a further month. Although the investigation considered that C should have made earlier contact with SP about this, it was also considered to be a shortfall in customer service by SP. Nevertheless following a further complaint from C, SP agreed to refund this period too and also lift the account out of suspension again. Although the investigation acknowledged the inconvenience to C, it was considered that SP had already applied adequate credits to the account in lieu of its short comings and it had since offered a further credit, which was welcomed and considered to be fair and reasonable in order to resolve the matter. In light of these credits applied and proposed the investigation did not concur that C should be released from the contract without penalty. Therefore, it was proposed for SP to apply a further goodwill credit to the account and also reinstate C's services as a further gesture of goodwill. However, it was recommended to C that C make full payment of the next monthly bill so that the services were not restricted again.

3.0 Broadband

3.1

C had telephone services provided by SP and broadband through another service provider. C experienced a problem with the line. SP checked the line and found no faults. However, C lost the broadband connection and was unable to restore this for

five weeks. C was passed between SP and the Internet Service Provider (ISP). C claimed compensation from SP. SP explained it had no liability for C's broadband connection. C complained to the Ombudsman...

The Ombudsman accepted that SP had provided the telephone service and was not liable for the loss of the broadband connection. The Ombudsman considered that SP provided a working telephone service capable of sending or receiving information from a computer and had no liability for the lack of the broadband connection with another service provider.

SP was not required to take any further action.

3.2

C complains that broadband did not work and so cancelled the service. C was unhappy that they were charged an early termination fee. They also complained of poor customer service.

SP concludes that C cancelled service before it was allowed to trouble shoot and diagnoses the fault location.

The Ombudsman required SP to apologise for shortfalls in customer service and awarded a goodwill gesture in recognition of this. C to remain responsible for early termination charges as it was found that they had not permitted trouble shooting with SP to take place.

3.3

C reported a connection problem to SP about its broadband service and this continued for several months without any resolution, despite C's constant complaints to SP and various faults being logged and worked upon.

For investigation, SP acknowledged the connection problem and also that it had failed to carryout all possible procedures in order to try and locate the root cause of the matter. SP proposed to allow C to be released from the contract without penalty and although the investigation welcomed this proposal, it was also proposed for SP to provide C with a goodwill credit that was proportionate to the period of loss of service and also that additional costs and inconvenience C undoubtedly experienced. An apology was also required.

3.4

C took out a new broadband package with SP. The e-mail facility did not work. The C made several calls to the SP and was promised call-backs that did not happen.

SP and C have both confirmed that the e-mail facility has been activated since the C filed the complaint.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the missed call-backs.

3.5

C had an Internet package with SP. There was a server problem and C experienced slow email service during certain times of the day.

C wrote letters of complaint to SP. SP fixed the server problem and offered a month's free line rental.

The Ombudsman found that the SP's response did not address C's complaint fully. She accepted that the server problem was fixed as soon as possible and C had use of most of the contracted service throughout the server problem. The Ombudsman required that SP credit a month's line rental and send apology to C.

3.6

C subscribed to SP's broadband service. She paid for the service to be activated and for an engineer to install it. Shortly after, the service developed a fault. SP could not resolve it and therefore eventually offered to cancel the contract without penalty. C asked SP to refund the activation and installation fees and to cover the cost of C calling SP on a considerable number of occasions to report the problems before SP concluded the fault could not be resolved. SP agreed to cover the cost of calls and the installation fee, but refused to refund the activation fee, arguing that the service had been activated.

The Ombudsman accepted that SP has activated the broadband service but was also of the opinion that C had only agreed to pay the activation fee on the basis that C would be receiving the service for at least 12 months. As C was only able to use the service for a short period of time, SP was required to refund the installation fee. SP was also required to make a payment to C as a gesture of goodwill to recognise that the customer service provided to C was generally poor.

3.7

C decided to transfer C's broadband service from C's business account to C's residential account. SP agreed to do this, but cancelled the business service before activating the residential service. Therefore, C was without broadband for several days. It failed to send the necessary equipment for the residential service, and therefore C had to contact SP to ask for this to be sent to C. SP then continued to charge C for the business broadband account. It accepted it had done this, but failed to explain how it calculated the refund. C sent several letters of complaint. SP ignored some of the letters, and when it did respond it did not address all the issues C had raised.

The Ombudsman decided that it was clear C had received poor customer service from SP. SP was required to explain how it had calculated the refund it had calculated and to make a further payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

3.8

C, who was a customer of SP for its broadband service, was experiencing problems with that service when there was adverse weather. C reported this to SP and it carried out initial tests. However, the problem continued and, therefore, SP requested that C provide some further specific information in order for the matter to be referred to the network provider. C did this, but then had to chase SP for a response to the referral. Eventually, SP advised C that as the problem was with C's telephone line, C would have to report the matter directly to C's line rental provider. C disputed this procedure, particularly as C's telephone service was not affected by the fault. C complained to SP but it maintained its position.

The investigation saw no reason to say why SP should not report this matter to the network provider itself, as this was the industry procedure. Although the investigation acknowledged SP was not C's line rental provider and not directly responsible for the maintenance of those lines, it was clear that C's telephone service was not affected, and C's broadband service (provided by SP) was. On this basis, the investigation was also satisfied that C had received shortfalls in customer service from SP both in relation to the information C had received and the delays. Therefore, it was proposed for SP to take the necessary actions to report the matter to the network provider and feedback to C any results, and also provide C with a goodwill payment and apology for the shortfall in customer service received.

3.9

C experienced a loss of broadband and when connected SP was refused cancellation. SP accepted the loss of service. It was found that C did not receive a broadband service and a poor level of response from SP.

SP was required to offer penalty free cancellation, refund all charges raised, confirm that the account is closed with a nil balance, ensure that no adverse data has been sent to any credit reference agencies, offer a goodwill payment by cheque, and send a letter of apology.

3.10

C agreed to a telephone and broadband package with SP. However, there was a long delay before the broadband service became active. C also raised other administrative issues, but SP failed to implement the changes C requested. C wrote letters of complaint to SP, but did not receive a reply.

The Ombudsman concluded that C had received poor customer care from SP and required SP to apply a goodwill credit to C's account, send C a letter of apology and to contact C to ensure no further technical assistance was required.

3.11

C disputed charges for a broadband service not provided by SP. SP stated that C did not sign up to a tariff which included a broadband service.

It was concluded that C did not sign up initially to a tariff which included broadband and that C had been charged correctly for the usage made on the account. However, C was not shown a level of service normally expected and this is a service

shortfall. SP was required to offer C a goodwill gesture credit against the remaining outstanding balance and send a letter of apology for the service shortfalls

3.12

C ordered a package with SP that was to include a free broadband service. For a very lengthy period of time SP failed to provide the broadband service saying that there was a problem at C's exchange. It was found that this problem was not chased for resolution by SP and this was considered poor customer service. C claimed business losses but these were discounted as the service provided was residential. Even though the broadband was provided free with a package it was considered a significant element of the package therefore a refund of part of the package costs was proposed.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this case, to refund 50% of the package charges applied for the period with no broadband service, in the form of a cheque and to provide a goodwill gesture to reflect the poor customer service experienced. This was to be provided in the form of a credit to the account.

3.13

C ordered SP's broadband service. SP was unable to supply it due to a technical problem. C complained that SP had failed to call C back when C called for updates and had failed to respond to C's letters. SP stated that although its investigations were continuing, C had been updated.

The Ombudsman examined the evidence but could find no evidence that SP had ever contacted C, even though call backs had been promised and letters had been received. The Ombudsman considered this poor customer service. The Ombudsman was also not satisfied that the time it was taking SP to resolve the problem was reasonable. SP was required to refund all charges C had incurred for broadband and to make a payment to C as a goodwill gesture to recognise the inconvenience caused. As C still wanted SP to provide its broadband service to C SP was required to continue to investigate the problem.

3.14

C agreed to SP's broadband service but experienced a catalogue of errors with the provisioning of this service, including incorrect information, incorrect action being taken and also delays. Once C had finally received the broadband service on the correct line, C complained to SP to request compensation for the costs and inconvenience incurred. SP agreed to provide C with a refund a goodwill payment, but C refused this and requested escalation. The complaint was then escalated accordingly and an increased offer was made, but C declined this too and the matter reached deadlock.

From the evidence and information provided for investigation, it was acknowledged that C had received a total shortfall in customer service from SP during the period of the broadband provision, which would have undoubtedly caused C additional costs and inconvenience. However, it was considered that SP's increased and final offer to

C, that included the equivalent of 12 month's broadband rental, was faire and reasonable in this instance. Therefore, it was proposed that SP retained this offer to C.

5.0 Cancellation

5.1

C asked SP to cancel the account. Sp did not cancel the account and this meant that C received bills. SP apologised for the error and assured the Ombudsman that it would take action to cancel the account. The Ombudsman found that C received a shortfall in customer service levels and required SP to provide an apology for poor service, goodwill payment and confirm cancellation of the account.

5.2

C agreed to a new telephone and broadband package. The telephone service was in C's partner's name, who agreed to stay with SP. SP continued to charge C's partner for the service, but C was paying another company for a telephone package. C complained to SP in writing, but it failed to respond. SP demanded payment and passed the debt to a debt recovery agency.

The Ombudsman concluded that SP had not acted improperly in this case, as C's partner had upgraded the account. This led to C's request to transfer away to be cancelled. Therefore, C's partner was liable for the outstanding amount owed on the account, as they had both used the service. However, as SP failed to reply to correspondence, a small goodwill credit was required, as well as a letter of apology.

5.3

C cancelled his service with SP by letter, but SP continued to bill C. C wrote several letters to SP, but only received minimum responses. C was also unable to get through to SP by telephone.

The Ombudsman concluded that C had received a poor customer service from SP and required the company to clear C's account to zero and ensure that it was fully closed. SP was also required to send C a goodwill payment and a letter of apology.

5.4

C claimed received cold call from SP and agreed to service. C then sent SP a letter and email requesting cancellation of the order. SP did not action this and the service was transferred to SP. TP claimed that C was not in a position to agree to service with SP. C sent numerous letters and emails to SP without resolution. SP said it could not obtain the sales recording. SP said it had cancelled the account and removed the outstanding balance.

The Ombudsman said that without a call recording it could not be known what was discussed with C. The Ombudsman was however concerned that SP failed to cancel the service transfer within the cooling off period and this was viewed as a shortfall in customer service. The Ombudsman was also concerned that SP failed to respond to all correspondence received and did not resolve the complaint within an acceptable time frame. The Ombudsman required SP to award a nominal goodwill payment and send C a letter of apology.

8.0 Customer Service

8.1

C signed up for broadband and needed to cancel SP's dial-up service. C was transferred incorrectly between departments and put on hold. C wrote to SP informing it of the termination. SP did not action this. C wrote further letters of complaint and received no response from SP. SP continued to bill the dial-up service for three months.

The Ombudsman considered SP's customer service had fallen below an acceptable level and required SP to make a gesture of goodwill and to send a letter apologising for the delay and stating that the matter was now closed.

8.2

C received credit from reconciliation of account and then SP issued a further invoice with a significant balance. C disputed this. SP has not responded.

The Ombudsman considered SP's customer service had fallen below an acceptable level and requires SP to provide a full explanation and apology; cancel the outstanding balance and make a goodwill gesture

8.3

C set up a small business and requested business services from SP. SP provisioned the service, but C was unable to transfer web design data that had already been built. C claimed that SP had given C the wrong information when C had initially enquired about setting up business facilities and this had led to the data transfer problem. C wanted compensation for loss of business arising from the information C had been given and from the broadband service not being able to transfer the data. SP would not meet such a claim.

The Ombudsman noted that under the terms and conditions of the service agreement, there was no requirement on SP to compensate C with any losses arising from its business broadband service so C's request for compensation could not be met.

However, the Ombudsman did note that there had been shortfalls in customer service on the part of SP. There had been a slight delay in the provisioning of the business broadband service, SP had incorrectly addressed letters in the wrong

gender to C and SP should have provided a more speedy response to a technical question C had raised with it. The Ombudsman directed SP to make a goodwill gesture to C and to send C a letter of apology to address these shortfalls.

8.4

C complained that SP disconnected lines without consent and delayed reconnecting for eight days. SP sent C a claims form and C returned this wishing to claim for advertising costs. SP declined claim and advised that the advert was not loss of business.

The Ombudsman reviewed the information provided and concurred with SP that C had not provided evidence pertaining to business loss. The Ombudsman said that C must provide SP with evidence to prove business loss in order to claim from SP. If C cannot provide this evidence then SP is to award a nominal goodwill payment.

8.5

C disputed accepting an upgraded handset from the Supplier. The Supplier stated that a person who had answered the security questions had contacted it and it believed it to be C. It transpired that C's relative had contacted the Supplier for the upgrade. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had asked security questions and the answers satisfied it that it was dealing with the account holder. It was considered that C's relative had mis-led the Supplier. As the account holder, C was to remain responsible for the account charges. However, a goodwill payment was awarded for the shortfall in customer service that had occurred.

11.0 Disconnection

11.1

C upgraded to a new mobile phone contract. C's service was restricted as the Direct Debit had not been set up in time and C contacted SP to cancel the upgrade. SP would not accept cancellation and billed C. C wrote to complain on two occasions but did not receive a reply to letters. C complained to Otelo.

The Ombudsman considered that C had cancelled outside the cooling off period. However, SP considered that SP had failed to respond to C's letter and had not advised of an early termination fee. The Ombudsman required SP to accept early termination without penalty in recognition of the shortfall. The Ombudsman considered that C was responsible for call charges and line rental up to the date that C stopped using the phone and transferred to another service provider.

11.2

C requested to cancel an account but the Supplier failed to action this for some time. The Supplier cancelled the account and credited the outstanding balance. C disputed their bills but the Supplier did not respond to the complaint. C incurred a late payment fee due to the Supplier not responding. C experienced a poor level of customer service. The Supplier made a goodwill offer to C, which C declined.

The Ombudsman was disappointed that the Supplier had failed to deal with C's complaint in an appropriate and timely manner. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to increase its goodwill offer and write a letter of apology.

12.0 Disputed Charges

12.1

C complained that SP had charged the account with calls that had not been made to mobile and Premium Rate numbers. SP clarified the calls had been made from C's line and no fault was found. The company was unable to alert C to the calls due to the low value and intermittent pattern. On the balance of evidence provided to this office the Ombudsman concludes C remains liable for the call charges.

The Ombudsman requires SP to issue a formal letter of apology for its error in sending another customer's notification.

12.2

C complained that additional charges had been incurred over a number of years as a result of SP recording incorrect details of numbers which qualified for discounted call rates. C said that the numbers had been wrong at the outset and then changes which had been requested had not been applied correctly. SP said checking the correct recording of these was a customer responsibility but offered to refund all the costs claimed as a goodwill gesture. C wanted interest added to the amount plus compensation for the delay in resolution of the complaint by the SP.

The Ombudsman took the view that, given that C claimed to have been aware of the problems before requesting any changes, it would not have been unreasonable to expect C to check that the numbers had been correctly recorded from that point. In the circumstances, the Ombudsman concluded that SP's offer to credit C with all the costs claimed during the period was reasonable.

12.3

C disputed charges raised by SP. C added that additionally no authorisation was given for an upgraded broadband service. SP accepted the incorrect charges were applied but that credits were set against the account to reflect this. SP added that C gave clear authorisation for the upgrade. It was found that C gave clear authorisation for the broadband upgrade and that the charge taken was for a discount that was lost when cancelling the telephony service.

SP was required to make a credit against the outstanding balance, SP was required to provide a full and clear breakdown of the account setting out very clearly the initial incorrect charges, discounts and credits applied and final balance and confirm that the account is closed.

12.4

C claimed that T had charged for calls which could not have been made from the mobile concerned as the user was in a different country at the time. C also claimed to have no knowledge of the numbers called and claimed that T had not co-operated in investigating the concerns raised and had been slow to provide information which had been asked for. T explained that its mobiles were programmed to pick up the strongest available signal and that this might not always be the main one covering the country within which the numbers were dialled. T also pointed out that the disputed numbers had been phoned from the same mobile since the user had returned to the UK and that the International Manufacturers' Equipment Identification Number confirmed that the calls had been made from the user's handset. T accepted that there had been a delay in getting information to C but explained that this was because C had changed address. T had offered a goodwill gesture to resolve the matter but C wanted T to cancel the costs of all the disputed calls.

The Ombudsman found that T had thoroughly investigated C's complaint and accepted that T's findings showed that the calls had been charged correctly. She considered T's offer to resolve the matter had been a generous one in the circumstances and indicated its desire to resolve the matter amicably. She required T to write to C reinstating the offer previously made.

12.5

C raised a billing query with SP and it offered to apply a credit to the account. However, this did not happen and C's service was suspended. C complained to SP in writing, but SP failed to respond to the correspondence and resolve the complaint.

The Ombudsman concluded that C had received poor customer care from SP and required SP to apply a goodwill credit to C's account and send C the credit balance by cheque. SP was also required to supply C with a MAC code, send a letter of apology and confirm in writing that the account had been cleared to zero and closed after the service had been transferred away.

12.6

C disputed a bill for premium rate, international and mobile phone call charges. C accepted that a number of calls had been made to the numbers concerned but disagreed with the quantity and amount. SP checked the line and found no faults and maintained the charges. C wrote to complain and SP issued a deadlock letter.

The Ombudsman considered that C had made the calls and did not require SP to take any further action.

12.7

C requested a broadband service from SP but for technical reasons SP was unable to provide the service. C asked SP to cancel the minimum term contract for the service early, and without penalty, but SP did not respond to C's request so C complained to the Ombudsman.

In its response to the complaint, SP told the Ombudsman that it was prepared to credit all charges for the broadband and to allow early cancellation without penalty. Such action would provide C with the resolution C wanted and the Ombudsman directed SP to maintain its offer.

12.8

C complained that SP had charged for a package when it was not provided complete. C did not consider they should be paying for a full package when a part of it was unavailable. SP acknowledged C was unable to use its services early on, but applied credits for the period that part of the service was unavailable and offered a goodwill gesture.

The Ombudsman considered there had been a shortfall in customer service, requiring a written apology for this. The goodwill gesture from SP was considered appropriate. SP was also required to ensure any debt collection escalation was stopped.

12.9

C complained that SP had charged SP for calls C had not made. SP investigated C's claims, and concluded that C had been charged correctly. C also complained that SP had removed a discount C had been offered at the outset of the contract. SP accepted that the discount had been removed in error, but pointed out that this had been promptly resolved when C had reported the problem.

The Ombudsman was satisfied that SP had investigated C's claims that C had been charged for calls C had not made, and as SP had concluded that it has charged C correctly, SP was not required to remove the disputed charges. The Ombudsman was also satisfied that SP had resolved the problem with the discount and reimbursed C for the overcharging on the account. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused because of the discount problem and because of some instances of poor customer service that had been identified.

12.10

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

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

12.11

C disputed the connection fee that they would incur if they subscribed to the Supplier's broadband service. C stated they believed it would be free. The Supplier advised that it had sent marketing information which clearly detailed the connection fee. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had widely advertised the connection fee. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

12.12

C incurred a high bill through internet usage. C said a credit limit had been agreed at the point of sale. The Supplier denied a credit limit had been set and stated it was unable to set limits, which was detailed in its Terms and Conditions.

The Ombudsman accepted that the Supplier was unable to set credit limits and recognised it had advised C on the increased usage. However, the Ombudsman was of the opinion that C may have been given incorrect information at the point of sale. The Supplier was required to make a small goodwill payment and C remained responsible for the outstanding account balance.

12.13

C made calls through a calling card and thought these would be included within their free minutes. C was charged for the calls. The Supplier stated that calling card numbers were excluded from its inclusive minutes. The Supplier made a goodwill offer to C.

The Ombudsman considered that C may have been misadvised by the calling card provider and not by the Supplier. However, the Ombudsman welcomed the Supplier's goodwill offer and it was required to fulfill the offer. C remained responsible for the outstanding account balance.

14.0 Faults (Equipment)

14.1

C took out two mobile phone contracts through a retailer on SP's network. There was initially a problem with the handsets provided to C on one of the accounts, but this was later resolved when SP agreed to provide C with a brand new different model. C complained to SP in writing about the problems that occurred and SP did

propose an offer to C, but this was rejected as C wanted to cancel both contracts early without SP applying any early termination fees.

The Ombudsman concluded that there was insufficient reason to require 3 to cancel the contracts, as requested by C and SP's offer was considered to be fair and reasonable. Therefore, SP was required to apply a discount to C's account, along with a goodwill credit. SP was also required to contact C to offer another new handset, if C accepted the offer proposed.

14.2

C experienced problems with SP's service and found that SP did not provide a refund for the overcharges. SP eventually provided the appropriate refund. The Ombudsman found that C had delivered a shortfall in service levels and required SP to provide C an apology for poor service levels and in recognition provide a goodwill credit.

14.3

C experienced a loss of telephony and Internet service. SP accepted the loss and applied its standard compensation rates. SP also accepted that C was not shown a level of service normally expected.

SP was required to maintain its offer of a goodwill gesture credit, send a breakdown of how the credit was made up and for the periods it was applied, offer a goodwill gesture payment by cheque for C's time spent and expenses in contacting the company and send a letter of apology for the service shortfalls highlighted in the report.

14.4

C experienced a loss of service and contacted SP to complain. SP accepted that the fault did not get fixed and that it did not reply to C's contacts.

SP was required to clear C's outstanding balance in full as a goodwill gesture, confirm that the account is closed with a nil balance, make a goodwill gesture payment for costs incurred in contacting the company and send a letter of apology for the service shortfalls highlighted in the report

15.0 Faults (Line)

15.1

C was a small company that experienced a total loss of service when a telegraph pole and cabling was brought down by storms. Repairs were not completed for some two weeks and C asked SP for compensation. SP pursued a claim for compensation on behalf of C to the line provider but the claim was rejected due to the cause of the damage. C complained to the Ombudsman.

The Ombudsman commented that the answer to compensation lay within SP's Terms and Conditions and her examination of these established that SP had no requirement to award C with any compensation. She noted that SP had applied a credit for line rental during the period when the service had been temporarily lost, and had made a small goodwill gesture towards additional telephone facilities C had to use. The Ombudsman commented that the action SP had taken was fair and appropriate and concluded that SP need not take any further action about C's complaint.

15.2

C reported a fault to SP, but this was not resolved. C's account was later disconnected by SP. SP promised to provide C a goodwill gesture, but didn't. SP stated that there was no record of it promising an increased goodwill gesture, but this was later applied. SP passed the account to a Debt Collection Agency for the outstanding debt on the account.

The Ombudsman found that C received a shortfall in service levels as SP did not escalate the fault and did not promise to listen to the recording when the goodwill gesture was offered. It appeared that C in this case only withheld payment of a certain sum due to SP making these promises. On this basis SP was required to provide an apology for poor customer service levels and in recognition provide goodwill payment to clear the outstanding debt with the Debt Collection Agency as a goodwill gesture; to provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

15.3

C upgraded to include broadband with the telephone service, but due to a problem at the exchange, C had a fault on the line and then a total loss of service. SP reported the fault to the network provider, but there was a delay before the service was fixed. In the meantime, C decided to cancel the service and transferred to another service provider. C complained to SP and requested some financial recompense and SP made C some offers, but these were rejected.

The Ombudsman concluded that C had been inconvenienced by the loss of service, but SP's final offer was considered to be fair and reasonable. Therefore, SP was required to send C a goodwill payment by cheque and a letter of apology for any stress and inconvenience caused.

15.4

C had a fault with the landline and broadband service. C has been offered compensation but not happy with this. C has not paid the bills and wants it confirming no adverse credit rating has been applied.

SP acknowledges the inconvenience suffered with connection issues but considers the goodwill offer to be generous.

The Ombudsman required SP to honour its goodwill offer and apologise for customer service issue and delay in fixing the fault. The Ombudsman found that SP had followed its collections procedure and was obliged to show a true reflection of C's payment history.

15.5

C took out a new broadband package with SP and asked if C's Computer could carry the service. SP advised that it would. The equipment arrived and C could not get it to work, SP then advised that C's computer would not support the service. C said that C had lost data on C's computer.

SP said it had refunded all charges and sent an engineer, free of charge, to try to fix the problem. Its terms and conditions of service did not cover corruption or loss of data. It had also apologised and offered a goodwill payment.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. She accepted that SP could not be held responsible for loss of data on C's equipment.

15.6

C agreed to SP's landline and broadband services but then experienced faults with both services. Although the landline was rectified shortly afterwards, the broadband connection fault remained for several months, leaving C without the broadband service for this period. C complained continually to SP throughout this period both orally and in writing and although responses were received and actions taken to try and resolve the matter, this was to no avail.

It was clear to the investigation that C had experienced a loss of service for both services but also that SP had already provided C with a credit in lieu of these, in line with its own compensation procedures. The investigation was satisfied that this, along with the goodwill credit already applied, was fair and reasonable recompense, having also considered the undoubted inconvenience this will have caused. However, the investigation also found several elements of poor customer service from SP to C and on this basis, it was also proposed for SP to apply a further credit to C's account as a gesture of goodwill and also provide C with a sincere apology for both the prolonged loss of service and shortfalls in customer service received.

15.7

C experienced a fault but there was a long delay before the Supplier rectified it. The Supplier explained the fault related to a major cable breakdown and it was reliant upon a third party to fix the fault. The Supplier paid C compensation for the fault. C experienced a poor level of customer service.

The Ombudsman was satisfied with the Supplier's explanation for the fault. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

15.8

C complained to the SP about its engineers failing to arrive as promised to repair a fault on her landline. C subsequently fell and was taken to hospital, subsequently complaining to the SP about their life being put at risk as they are a priority customer with a lifeline. The SP advised that the repair was made a couple of days later in line with repair guidelines, with a number of goodwill offers made to C in an attempt to resolve this matter.

It was evident that the SP's engineers failed to arrive on the promised date and that due to C's health situation they may have been entitled to some form of compensation in line with Terms and Conditions. However, as the offers made by the SP seemed fair and were far in excess of any compensatory payment C was entitled to receive; the SP was required to maintain these offers. The SP was also required to send a letter of apology and provide a written response to questions raised by C within correspondence.

19.0 Installation

19.1

C moved house and had difficulty setting up the broadband connection. C contacted technical support without any success and SP sent an engineer to check at C's computer equipment and install the service. SP did not charge for the visit. C claimed compensation for expenses. SP did not respond to C's request and C complained to Otelco.

The Ombudsman considered that SP had provided reasonable assistance to C in setting up the broadband connection. The Ombudsman considered that C's claim for expenses was not warranted but accepted that there had been some shortfall in customer service as SP had failed to respond to C's request. The Ombudsman therefore required SP to provide a goodwill gesture in recognition of the shortfall in customer service.

22.0 Internet Connection

22.1

C took out a new package with SP for calls, line rental and broadband. The broadband was slow and C eventually cancelled but the SP maintained full charges for the service. The C wrote several letters of complaint but received no response.

The Ombudsman accepted that broadband speed cannot be guaranteed but considered that, in this case, the speed was below the level that could be considered broadband service. She required the SP to make a partial refund, goodwill payment and written apology to C.

24.0 Mis-selling

24.1

A third party placed an order for a broadband service on behalf of C. Due to the service being mis-sold C incurred costs. Despite numerous contacts with SP bills continued to arrive. Following C's contact with the Ombudsman's Office SP cleared the charges on the account as a goodwill gesture. The Ombudsman noted C received a shortfall in customer service levels as SP did not take ownership of C's complaint. SP was required to provide C an apology for poor customer service levels and in recognition a goodwill payment.

24.2

C requested business and domestic telephone services from SP under a fixed term. Prior to the switchover taking place C called SP and asked for the agreements to be cancelled. SP explained that this would incur an early termination fee, so, on this basis C continued with the request. SP completed the switchover of services which C began to receive. However, C believed the services had been mis-sold so C withheld payment. SP initiated debt recovery action and C complained to the Ombudsman.

Although SP told the Ombudsman that it was prepared to cancel C's domestic account without applying a termination fee, it maintained that a fee would be applied on cancellation of the business account.

The Ombudsman commented that the Office of Communications Code of Practice for Sales and Marketing, SP should have advised C that C was able to cancel the request without charge before the switchover took place. SP did not do this so C was entitled to cancel the business account without incurring an early termination fee, and the Ombudsman directed SP to do this.

32.0 Refunds

32.1

C transferred to another service provider and requested a refund of the credit balance on the account. SP said it had been refunded to C's bank but C had not received it. C telephoned monthly to complain and wrote requesting the refund but did not receive a reply. C complained to Otelo.

SP advised that it had refunded the credit to C's bank account the day after its request. SP had asked for copies of C's bank statement before it could issue a further refund. SP had not received C's letter. C did not provide a copy of the letter or bank statements. The Ombudsman therefore required SP to provide a refund on receipt of copies of bank statements for the period concerned and to provide an

additional payment to cover C's expenses if the bank statements confirmed C had not received the refund.

34.0 Service Transfer

34.1

C signed up for SP's telephone and broadband bundle. SP was never able to provide the telephone service, despite C contacting SP on a number of occasions. C therefore arranged to transfer to another provider. SP continued to chase C for payment of the account.

The Ombudsman was of the opinion that as SP could not supply the telephone service, C was entitled to ask another provider to supply C's services. SP was required to cancel all services and to refund all payments made. Furthermore, SP was required to make a payment to C as a goodwill gesture and to ensure any adverse information passed to C's credit file was removed.

34.2

C wanted to transfer their services to another provider and contacted their current Supplier to arrange this. The Supplier stated that it could not instigate the service transfer and this would need to be done by the alternative provider. C continued to complain to the Supplier about the service transfer. C experienced a poor level of customer service.

The Ombudsman noted that there was a set transfer process in place and this would need to be arranged by the gaining provider and not current Supplier. However, the Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

35.0 Stolen/Lost

35.1

C lost C's mobile phone SIM card. C asked SP for a new SIM. There was a delay in SP providing the SIM. C refused to pay SP for the period SP failed to send the SIM. SP therefore cancelled C's services. C made a payment and SP restored C's services. C continued to withhold payments. SP therefore disconnected C's services again. C felt that SP should not expect C to pay for the account while the account was suspended.

The Ombudsman was of the opinion that there was a delay in SP providing a SIM to C, and that therefore SP should make a payment to C to recognise this. However, it was also felt that C was contractually obliged to pay for the service SP provided, and therefore SP should not be required to waive any charges for the periods when C withheld payment.

36.0 Tariffs

36.1

SP was C's telephone service provider. C was placed on an incorrect price plan by SP. C complained. SP ignored several of C's letters of complaint before accepting that C had been overcharged. SP offered an amount to cover the overcharging and a further amount as a goodwill gesture. C declined this offer.

The Ombudsman was not satisfied that SP had taken into consideration all the overcharging C had experienced, and was therefore required to carry out further calculations, and to report back to C. The goodwill payment SP had proposed was considered reasonable and SP was required to pay this to C.

36.2

C claimed that SP had placed an account on the incorrect tariff. On investigation SP identified that C had applied for the service online and therefore C had input the tariff details. C claimed that SP failed to respond to letters, although evidence from SP showed that full responses had been sent.

The Ombudsman noted that SP had carried out a full investigation and also communicated its findings to C. SP had reduced the tariff to its lowest and advised C of this. SP had handled C's requests for cancellation correctly and the Ombudsman did not see any reason why C should not remain within contract. Action was not required of SP.

37.0 Technical Support

37.1

C experienced connectivity problems with a broadband service provisioned by SP and complained about this to it. SP felt that the problem lay with equipment C was using and C had a specialist examine a personal computer (PC) C was using. The specialist found nothing wrong with the computer. C then purchased other equipment which again did not resolve the problems, and then of C's own accord, C purchased a new computer. The use of a new computer did not resolve the connectivity issues and eventually SP traced the fault to an Exchange.

C asked SP to refund the cost of all equipment C had purchased. SP agreed that with the exception of the cost of the PC it would do this. C was not happy with this and complained to the Ombudsman.

The Ombudsman commented that under its terms and conditions SP had no obligation for any financial and other losses and it could not guarantee a fault free service. She noted that despite having had the PC checked by a specialist C who

could find nothing wrong, C then went ahead and purchased a new PC. The Ombudsman felt that SP had no obligation to meet any costs incurred but it was fair and appropriate for it to make the goodwill gesture it had and directed SP to maintain it.

38.0 Terms and Conditions of Contract

38.1

C had an email contract with the SP. The SP withdrew the service and says it sent emails to all its customers offering alternative arrangements. C said did not receive email. C sent letters of complaint but SP did not reply.

The Ombudsman was satisfied that SP had taken steps to advise its customers. SP was required to send a written apology and apply goodwill payment to C for failure to respond to letters of complaint.