

Table of Contents

1.0	Auto Diallers
2.0	Billing
3.0	Broadband
4.0	Call Limit
5.0	Cancellation
6.0	Carrier Pre-Select
7.0	Credit Control
8.0	Customer Service
9.0	Direct Debit
10.0	Directory Listing
11.0	Disconnection
12.0	Disputed Charges
13.0	Equipment
14.0	Faults (Equipment)
15.0	Faults (Line)
16.0	Financial Loss
17.0	Fraud
18.0	Information Disclosure
19.0	Installation
20.0	International Call Charges
21.0	International Roaming
22.0	Internet Connection
23.0	Itemisation
24.0	Mis-selling
25.0	Network Coverage
26.0	Nuisance Calls
27.0	Number Porting
28.0	Payments
29.0	Premium Rate Services
30.0	Privacy
31.0	Reconnection
32.0	Refunds
33.0	Security
34.0	Service Transfer
35.0	Stolen/Lost
36.0	Tariffs
37.0	Technical Support
38.0	Terms and Conditions
39.0	Text Messages (SMS)
40.0	Wireless Access Protocol (WAP)

1.0 Auto Diallers

1.1

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed as C stated a method of accessing the internet was used that should mean rogue diallers were impossible to infiltrate the system. SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman considered that the calls had been made by C's equipment and that C should remain liable for the costs.

2.0 Billing

2.1

C contacted SP with issue relating to disputed payments, refunds, delays, and poor customer service. SP did not respond to the Ombudsman.

The Ombudsman concluded that C has not received a level of service normally expected. The Ombudsman noted that SP had sent C a refund for the disputed cheque, but C has been unable to cash it due to an administrative error.

Therefore, SP is required to send C a goodwill gesture payment which includes the disputed refund and a letter of apology for her poor experiences.

2.2

C contacted SP with issues relating to disputed charges, call limits and poor customer service. SP maintained the charges as correctly raised and that a call limit is only used as a guide.

The Ombudsman advised that the primary purpose of a call limit in circumstances of this kind is to protect the service provider, not to protect the account holder. Any such monitoring could not be a guarantee as the delays in network data receipt would prevent it from being such. Therefore, the Ombudsman was satisfied that SP has acted normally within its terms and conditions and charged correctly for the call usage made.

Therefore, no further action was required in this case.

2.3

C stated that the new account with SP had not been fully set up and that no bill had been produced for many months. SP stated that there had been a technical issue which prevented it sending bills and acknowledged the delays.

The Ombudsman concluded that C had experienced poor customer service as estimated could have been provided in writing to prevent a large arrears amount from building up. The Ombudsman required an apology, goodwill payment and a repayment plan. SP was also required to provide proper bills as soon as it was able.

2.4

C moved to a non serviceable area with SP. C cancelled service and says was not informed that there would be a cancellation fee. C then received a bill showing the cancellation fee and some back dated line rental charges. C disputed this with SP. SP said it discovered that although C had received the line rental credit on previous bills that C had in fact not initially been charged for the line rental in the first place.

The Ombudsman said she understood and appreciated SP's reason for billing C for back dated line rental but was concerned that SP failed to inform C of this prior to the final bill. The Ombudsman was also concerned that C appeared to have been misinformed by SP about the cancellation fee. Due to any misinformation received the Ombudsman requested that SP credit the remaining balance with a goodwill payment.

2.5

C entered a three year contract with SP. C later said the contract was not entered into. C also complained that the bills were different each month. Proof was provided that a contract had been signed and it was normal for billed amounts to vary each month as usage would change. A further issue was that C said a refund cheque had not been provided by SP but SP gave the numbers of the cheques it had sent.

The Ombudsman required SP to provide proof that the cheques had been cashed.

2.6

C experienced delays in receiving bills from SP despite sending letters of complaint and making calls to request the bills. SP accepted that there had been a technical error that had caused bills not to be sent out to customers that might have been affected by the fault. SP put forward an offer to resolve this matter which was accepted as reasonable.

SP was required to provide three months free line rental to be credited to the account and send a letter of apology to C. SP was also required to provide a further small goodwill gesture.

2.7

Despite C's attempts to cancel the contract SP did not do this and continued to send C bills.

SP cancelled the contract after 3 and a half months later and cleared the balance. The Ombudsman required SP to provide C an apology for poor service and make a goodwill payment in recognition.

2.8

C complained that he was being billed incorrectly by SP, that despite numerous contacts it was not resolved. SP investigated and found that there had been various changes, refunds and an upgrade to the account.

The Ombudsman concluded that this was the reason for the changes to the billing over a protracted period. She also considered there had been a shortfall in customer service and required an apology for this.

2.9

C contacted SP with issues regarding, disputed billing, delays, cancellation, MAC code and poor customer service. SP acknowledged an element of delays and poor customer service and offered credits to C.

It was clear from the evidence provided that C had been inconvenienced, experienced delays and also not received a standard of customer service normally expected in attempting to resolve the complaint. The Ombudsman considered that C had addressed an element of C's issues and offered an appropriate remedy. The Ombudsman noted however, that after finally receiving the MAC code, this was not utilised and therefore the broadband service has remained active. SP had now offered a further MAC code or full cancellation. This was helpful.

Therefore, SP should send C a clear breakdown of the account, maintain its offer to provide a MAC code free of charge, or alternatively a full cancellation, without penalty. For C's overall poor experiences and keeping in mind the credits already applied to date, SP should clear the remaining outstanding balance along with a full written apology. SP should contact its debt collection agents to ensure that no further billing is sent and confirm in writing that no adverse information should remain on record, resulting from the subject matter of the complaint or have been passed to any credit reference agency.

2.10

C complained to the SP about charges on bills for films not requested or received. However, the SP advised it had been unable to rectify the problem and had subsequently cancelled the account and outstanding balance after receiving C's request.

The Ombudsman concluded understood C's frustration and concluded that C had received poor service from the SP. In resolution she required the SP to send a letter of apology, make a goodwill credit respect of the customer service issues raised and any costs incurred. She also required the SP to provide written confirmation that the account was closed with a nil balance, and to ensure that no adverse credit information had been recorded.

2.11

C purchased two mobile phones for use by two third parties. C claimed that a call limit had been agreed but the bills exceeded the limit. SP claimed that the limit agreed was much higher but reduced it for future months. The limit continued to be exceeded but SP explained that text messages were not included in the limit. C sent written complaints to SP but claimed that responses were not received until some months later. SP's records showed that the responses had been issued as dated and that the subsequent letters were duplicates requested by C.

The Ombudsman reviewed the contract and was unable to identify a call limit at all. However, she accepted that SP had provided information once the call limit was agreed at a later date and this information explained the limitations. The Ombudsman also noted that SP's log notes reflected its claim that responses had been issued to C's letters. The Ombudsman was satisfied that SP had acted appropriately in respect of this complaint and no further action was required.

2.12

C contacted SP with issues of billing, disputed charges and poor customer service. SP accepted that the charges had been raised incorrectly and offered a refund. The Ombudsman considers that there had been repeated service shortfalls in this case.

Therefore, SP was required to offer C a goodwill gesture payment, by cheque for the overall poor experiences to date along with a full written apology. SP should send C confirmation, in writing that the disputed account is now closed with a nil balance and that no adverse data has been sent to any credit reference agency as a result of this episode. SP should also ensure that no further invoices are sent to C.

2.13

C contacted SP with issues relating to disputed payments and poor customer service. SP accepted an error in allocating the payment.

Therefore, keeping in mind that SP has credited the disputed payment, the company should offer C a goodwill gesture payment for the overall poor experiences to date with a full written apology.

3.0 Broadband

3.1

C cancelled SP's broadband internet service. SP cancelled the account. However, a marker remained on C's line. C contacted SP on numerous occasions to remove the marker. Each time SP undertook to do this. However, the marker was not removed. Therefore, C was not able to subscribe to a new provider's services. SP eventually noticed that although the original marker had been removed, a second marker had been placed on the line by mistake. This had caused confusion amongst SP's representatives, which resulted in the second marker remaining on the line. SP removed this marker, and therefore C was able to move to a new provider. C wanted SP to compensate C for the inconvenience caused.

The Ombudsman considered it was clear that C had been inconvenienced by SP and therefore required SP to make a payment to C as a goodwill gesture to recognise this.

3.2

C made a complaint to SP regarding C's telephone line. This was fixed within three days, but then C could not access C's broadband service, that was with another provider. C complained to both companies, but to no avail. The Ombudsman was of the opinion that C had right to complain to SP regarding the initial telephone fault, and that C was entitled to claim for recompense for C's loss of service. However, the Ombudsman considered that C's broadband fault was not a direct complaint for SP to handle. It was explained to C that C's broadband provider should be C's first contact, and that it would then contact the necessary company, in order to action any faults. However, the Ombudsman did find that C had received a shortfall in customer service from SP, due to a delay in SP's response to C's formal complaint to it. Therefore, the Ombudsman required SP to apply a small goodwill credit to C's account, to cover both this, and also a credit for C's loss of telephone service.

3.3

C was receiving broadband service from SP and moved address. Although SP told C that it was able to provide the service to the new address C was unable to connect to the service. C reported this to SP and fault finding questions were asked. During the course of this questioning C said that C had previously been able to connect to the service. Problems could not be overcome so the matter was referred to another service provider to carry out some tests. These tests established that the fault lay within the internal wiring of C's new home. C then complained that C had never been able to receive the service and wanted a refund of all payments and early cancellation of the contract. SP told C that the fault lay outside of its obligations and services and it was for C to have the fault rectified. C would not accept this.

The Ombudsman came to the conclusion that from the account record it was clear to her that C had been receiving the service whilst at the previous address. SP had therefore

provided the service C had wanted. The fault at C's new address was outside of the scope of SP's obligations and it was up to C to have the fault rectified.

SP did, purely as a gesture of goodwill to C, offer to make a refund of part of the payments C had made for the service and whilst the Ombudsman accepted that SP need not have made this offer, she felt that that it would be appropriate that having made the offer SP should maintain it.

3.4

C upgraded to broadband from dialup service. C received a bill from telephone provider with call charges relating to dial-up. SP advised C that it was C's responsibility to check the settings on the computer. C felt it was SP's CD which corrupted the settings causing the charges. The Ombudsman considered that C should have ensured that the analogue modem remained unconnected from the telephone as this was the cause of the charges. However, she required SP to provide C a goodwill payment as it appeared that an advisor may have incorrectly advised C that charges would be refunded.

3.5

C could not establish a broadband connection after receiving the modem from SP. The modem was returned and a replacement was provided. C could not install this and sought technical assistance via e-mail. SP said this was not appropriate. The Ombudsman agreed as this needs to be given over the phone so that progress can be monitored and the advice updated as progress is made. C wanted to cancel the contract.

The Ombudsman required SP to provide direct contact details for technical assistance and to have an assistant call C to provide full advice.

The contract balance was to be waived but the contract was then to be restarted and to run its full term.

3.6

C lost email account with SP due to technical problems when C moved address. C lost all data held. SP said it was not liable for data loss. SP maintained C would be charged a termination fee if C cancelled contract.

The Ombudsman said SP was not liable but the error was viewed as a shortfall in customer service. The Ombudsman examined the terms and conditions and said that C could cancel contract without penalty after initial 12 month contract term had expired. SP requested to send C a MAC code and allow to cancel without penalty.

3.7

C contacted SP with issues relating to connection problems, broadband, cooling off period, delays and poor customer service. SP stated that as C's line was ceased by the line provider broadband could not be activated. SP added that the telephony service could not activate due to a cease being on the line.

The Ombudsman found from the evidence provided that C's connection problems were due to the line provider ceasing the line. This caused disruptions to the broadband service. There was no evidence that the telephony service had ever been activated or offered.

The Ombudsman required SP to ensure that no charges have been raised for the telephony service and refund any amount taken (if any). There was no clear evidence of any service shortfalls in relation to customer service in this case.

5.0 Cancellation

5.1

C complained that SP continued billing after an account was closed. SP offered a goodwill gesture, but C complained that SP told them it had investigated and assured them account was corrected. However, C received more bills and was referred to a debt collector. SP investigated again and found the first cancellation had not been completed. It took steps to close the account again and applied a further goodwill payment.

The Ombudsman considered C had experienced poor customer service for which an apology was required. C had requested a further large sum in compensation which the Ombudsman did not consider to be appropriate. He considered the two previous goodwill gestures had been adequate. As C had been referred to a debt collection agent, SP was required to ensure C's credit rating was unaffected.

5.2

C cancelled service with Sp but continued to receive bills. Sp said that due to an error the account was not cancelled.

The ombudsman said SP to send a letter of apology to C and to confirm account has been closed with a zero balance.

5.3

The Ombudsman concludes C complains that SP failed to act on request to cancel the broadband service due to connection problems. There is no evidence that this request

was made however SP advised C that the broadband service was not due to be activated until the following day. No evidence was made available to the Ombudsman that showed C requested the cancellation of the telephone service and C made calls on the network. The Ombudsman considers SP was correct to maintain the call charges. The Ombudsman considers SP's offer to clear the charges for the broadband service including the modem charge as a generous settlement to the complaint.

C complained about a poor level of customer service. C claims call backs were not honoured and staff were rude and discourteous. The Ombudsman found no evidence to support these claims, and noted that on a number of occasions C terminated the call.

In summary the Ombudsman directs SP to clear the charges relating to the broadband service from 28 days after the start of the account, including the modem cost in goodwill.

5.4

C cancelled the services provided by SP. SP charged C a termination fee. C disputed being told about the minimum term of C's contract or the early termination fee.

SP submitted a copy of the agreement C had signed. The agreement clearly stated that the customer had read the Terms and Conditions. The Terms and Conditions stated that there was a minimum 12 month term, and that customers would be charged line rental to the end of the contract if they cancelled within the minimum term. Therefore the Ombudsman was satisfied that SP has informed C of the consequences of cancelling C's account early, and required no further action.

5.5

C contacted SP and requested services be cancelled due to a house move. SP sent C normal billing with advance service charges and C responded by sending payment for one service on a pro-rata basis to cover the period C was receiving it. C later received debt collection notices from a collection agency acting on behalf of SP to recover outstanding charges. C sent a letter to SP maintaining that C had informed C of the change of C's address. SP claimed it had not received this notice.

The Ombudsman noted that a cheque C had sent to SP for some services had actually been cashed and this indicated to her that C had asked for the services to be cancelled when C claimed to have done so. The Ombudsman felt that there had been an administrative failing on the part of SP that had led to the failure to record the cancellation request. However, C had sent a letter to SP explicitly stating that C was not going to pay any outstanding charges.

SP told the Ombudsman that it was prepared to backdate charges to the date on which C claimed C had no longer used the services. The Ombudsman concluded that SP should maintain this offer, but it need not make any further goodwill gesture until C had met charges that were correctly outstanding on the account up to the point that C had vacated the property.

5.6

C gave the required notice to SP to cancel an account and received letters confirming that the account would be cancelled. SP then sent billing to C showing advanced rental charges and other advanced service charges. C thought the account had been cancelled and did not pay. SP did not send C final billing but continued to send two sets of billing to C for the account. C paid some of the billing and reluctantly paid further requests for outstanding amounts under the threat of credit rating default. SP told the Ombudsman that one of C's accounts had been closed but the other remained open and a small charge was outstanding on it.

The Ombudsman came to the conclusion that the root cause of the problem lay with SP opening two accounts for C when it should have only opened one. SP should have also sent C final billing and by not doing so it was likely that C had been overcharged. The problems in the case were due to SP's poor management of the account. The Ombudsman decided that SP should bring both accounts together, examine them in detail and provide accurate final billing. C should be refunded with any overcharges C had made and SP should send C a letter of apology and make a small goodwill gesture to C for its customer service failures.

5.7

C received a bill from SP despite cancelling the account. The Ombudsman found that whilst she had no reason to doubt C that the cancellation had been agreed by a Supervisor at SP there was no evidence of this. She considered SP's proposal to be fair and reasonable and recommended C to accept the goodwill payment.

6.0 Carrier Pre-Select

6.1

C's wife was contacted by SP and despite making it clear that she had no authority to agree to a transfer of provider and states that only information was requested SP went ahead and transferred two lines.

C made enquiries with SP and told it to cancel the service but SP left one line live stating that C did not ask for the other to be cancelled and allowed it to go live. SP also accepted that it did not carry out an investigation as requested by C.

The Ombudsman was of the opinion that SP knew it should not have carried out the transfer and should have made it clear that a further line would remain active but did not. The Ombudsman considered this poor customer service and required the second line to be cancelled immediately and a letter of apology to C along with a small goodwill gesture to be paid.

6.2

C transferred CPS service to another provider but continued to receive bills from SP. Sp said that C had not contacted it to cancel the account and services. C disputed this and the outstanding balance.

The ombudsman said that SP was correct it had not received notice from C that C wished to cancel the account. The charges were therefore payable by C. Due to a shortfall in customer service the Ombudsman requested that SP credit the remaining balance with a nominal goodwill payment.

8.0 Customer Service

8.1

C had been on a contract with SP for over six months and decided to alter the package. The alterations were agreed by SP but when written confirmation was sent of the alterations SP had added an extra sub package to the contract and restarted the contract term. C wanted the package he asked for and for the contract to end on the original end date. The Ombudsman found that C would not have asked for these aspects to be added into the package when changing package.

As C had not had full use of the phone since this dispute started SP was required to refund the line rental where there had been no use. SP was also required to provide a letter of apology which confirms that the contract was now ended (as of the original 'end date') and the amount of any refund it is making to C. In respect of the prolonged poor customer service experienced in this case SP was required to provide a goodwill gesture. These monies and any refunded monies were to be provided in the form of a cheque.

8.2

C asked SP to disconnect a service. SP failed to act on the request and continued to bill C. C sent written complaints and made several phone calls to SP. While SP acknowledged its error, it still failed to cease billing of the account. SP sent letters of apology to C but did not act on the disconnection request. C then received debt collection letters from SP.

The Ombudsman was of the opinion that there had been a shortfall in customer service and that SP had failed to act promptly and appropriately in respect of C's request. The Ombudsman also accepted that SP's actions had caused C some inconvenience and distress. SP was required to issue a letter of apology, confirm that adverse submissions to the credit reference agency had been removed, confirm that the account was closed with a nil balance, and issue a goodwill payment.

8.3

C took a fixed term contract with SP and later complained that the salesperson had not advised on the length of the contract and had been misleading as to call charges. As the contract was signed in person the Ombudsman found no reason to cancel the contract as the opportunity had been available for C to make full enquiries. No contract should have been agreed to until C was satisfied as to what was being agreed to.

The Ombudsman did not accept that the contract should be cancelled but did find that customer service levels had been poor in that one letter was not responded to. A small goodwill gesture was required in that regard.

8.4

C received a sales call from someone a third party retailer with details of C's current mobile contract. The caller offered a better tariff which C agreed to. However, C later realised that the caller was not part of the original SP, and complained to the SP asking for the contract to be cancelled. The SP advised it had no power to do and C highlighted that her complaint was passed between different departments without ever being resolved.

The Ombudsman advised C that she couldn't deal with the third party retailer of the mis-selling issues raised. However she concluded that the SP had failed to deal with her complaint correctly and had provided inadequate customer service. In resolution she required the SP to send a letter of apology in respect of the poor customer service and investigate how C's handset and personal details had been obtained by the third party retailer, also confirming in writing if there had been any breach of the Data Protection Act. She required the SP to make a credit to the account as a goodwill gesture.

11.0 Disconnection

11.1

C moved address and was unable to connect to Sp's dial up service on the existing dial up number. SP said it gave C another dial up number to use within 24 hours. C said that C had limited internet access on this new dial up number. C sent letters to Sp but remained dissatisfied with the responses received.

The Ombudsman said that Sp was not liable for loss of service for a 24 hour period as its service was not guaranteed to be fault free. The Ombudsman was however concerned that C continued to experience connection problems and that SP appeared to not have responded to this. The Ombudsman requested that Sp send C a letter of apology and award a further goodwill payment. SP to also remove any outstanding balance as goodwill.

12.0 Disputed Charges

12.1

C disputed rental charges charged for 11 eleven months by SP. Sp said C had returned the wrong handset but as goodwill it refunded these charges. C also complained about a large call bill. SP said this was due to calls made on a contract service before it transferred to pay as you go. C complained about the service received and non response to letters.

The Ombudsman said that SP had responded to C in an acceptable manner. She found no evidence of poor customer service and saw no reason why C should not pay the outstanding bill. No further action was required by SP.

12.2

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

The Ombudsman considered that this was appropriate and recommended C settles the remaining debt after the credit had been applied.

12.3

C said that SP agreed to not charge C for external works and this was written on the contract. SP said that the external works referred to were in relation to installation work and not external work to remove a junction box. C sent letters and emails to C but received no response or deadlock letter.

The Ombudsman said that based on the evidence provided it appeared that a misunderstanding may have taken place at the point of sale. Sp to send C a letter of apology for poor customer service received and to award C with a generous goodwill payment toward external costs

12.4

C queried call charges with SP and also problems connecting to international numbers to a particular country. SP responded, but C stated that no response was received. SP maintained the charges and also that it could not promise a fault free service, as it did not own the line. C failed to pay the disputed amount and the service was suspended and then later passed to a debt collection agency. C complained again, SP responded, but C remained dissatisfied.

The Ombudsman concluded that C was billed correctly, but there seem to have been problems connecting to international numbers. There was also some poor customer

service in responding to C's complaint; therefore SP was required to provide C with a goodwill credit.

12.5

C received a bill with unrecognised calls. SP investigated the complaint, but found that the calls had been made by C. However, owing to a delay in progressing the complaint SP offered to refund the cost of the disputed calls and make a further goodwill gesture.

The Ombudsman considered the actions taken by SP had been entirely appropriate and recommended C accepts the resolution.

12.6

C disputed several calls appearing on SP's bill. SP investigated the complaints and maintained the charges were correct. C stated that SP was charging C for an internet service C was not receiving. SP stated that C was not being charged for an internet service.

The Ombudsman agreed that SP was not charging C for an internet service. She was also satisfied that SP had ensured it was charging C correctly for calls. SP had not responded to C's letter of complaint, so SP was required to make a small goodwill payment to C.

12.7

C agreed to a new contract but the retailer failed to advise that a number port had to be done at the point of sale. A new account was opened in order to port the number but C then received bills for two accounts. C contacted SP and asked for the charges to be refunded. Each month the charges were applied and refunded but SP failed to cancel the contract. C received final demands for payments and was concerned that this would be reported to the credit reference agencies. C sent written complaints to SP but did not receive responses.

The Ombudsman commented that the original error was the fault of the retailer and SP could not be held responsible for that error. However, due to the poor customer service, including the lack of response and action in respect of C's requests, the Ombudsman was of the opinion that the matter had been exacerbated. SP was required to issue an apology, goodwill payment and confirm that the matter had not been recorded on C's credit file. SP was also required to confirm that the second unwanted account had been closed with a nil balance.

12.8

C was in dispute with SP in relation to PRS charges. Numerous letters were sent to SP by C but no responses were provided. As this dispute went on it became clear that SP

had used the wrong postcode on its letters. However C had received invoices and had paid them. SP failed to answer direct questions and to provide explanations and this was seen as poor customer service.

The Ombudsman maintained the PRS charges but found poor customer services had been provided and required SP to provide a goodwill gesture.

12.9

Based on the information made available to her the Ombudsman advises that it does seem that C has been the victim of failing to log off the computer properly.

The Ombudsman is of the opinion SP could not have contacted C to warn of the unusual call pattern, and advised C of the preventative steps available when the incident occurred.

The Ombudsman concludes this to be a most unfortunate experience, the responsibility and cost of which lies with C. The Ombudsman considers C remains liable for the full amount of the outstanding balance. She requires SP to contact C to arrange a payment plan for the outstanding balance.

12.10

The Ombudsman considers SP became aware that C's credit limit had been exceeded however due to the delay in the generation of international charges and roaming charges to the account SP was not able to view the full extent of the mobile usage. The Ombudsman concludes C was unaware the mobile had been stolen until C received a very large bill. The Ombudsman considers that C was responsible for the safekeeping of the phone and is responsible for calls made on the account. SP was not able to alert C to the call charges any earlier. The Ombudsman can find no justification to release C from the liability to pay for the call charges in dispute.

In summary the Ombudsman directs SP to Offer C a payment plan; remove all late payment fees and administration charges from the outstanding balance; on payment of the balance mark C's credit history as settled.

12.11

C complained of a large number of unrecognised calls on a bill and disputed making them. C also complained of a restricted service, even after SP agreed to reinstate it. SP acknowledged there had been some mis-advice given and errors for which it offered an apology and goodwill gesture.

The Ombudsman considered that C was liable for the disputed calls but agreed with SP over the shortfall in customer service, for which the suggested apology and goodwill payments were required to be completed.

12.12

C contacted SP with issues regarding contract cancellation, cooling off periods, disputed charges and poor customer service. SP maintained that the contract was valid and that C did not contact it within the cooling off period to cancel.

The Ombudsman concluded that there was no clear evidence to confirm C's claims that no legitimate request to cancel the broadband service was and therefore, any payments taken by SP are valid. As no clear evidence has been presented of a request to cancel, C is accountable for the minimum contract period of the broadband agreement or the normal penalties if wanting to leave it minimum term. However, it is clear from the evidence provided that C has been mis-advised regarding the cooling off period and this is a service shortfall.

Therefore, SP should credit C with a goodwill credit along with a letter of apology.

12.13

C cancelled account with SP and informed it that the service had been obtained from another SP. SP did not cancel and C was charged by both SP and the other provider. The Ombudsman found no evidence of the account being cancelled. Furthermore, there was no evidence to show C had been charged by both SP's. She required the SP to provide C an apology and a small goodwill payment for not addressing C's issues properly.

12.14

C contacted SP due to going abroad and wanted call charge information. C went away but ran up a high bill and C's phone was restricted. C contacted SP and was advised of the high usage, to which C disputed. C claimed C was given incorrect information. C complained to SP but SP maintained the charges were correct and that the correct information was provided. The matter was escalated but quickly reached deadlock. From the evidence and information provided, the Ombudsman was satisfied that SP had provided C with necessary information relating to its call charges abroad and also that it had advised C where to obtain such information. It was also clear that C had been provided information from another source, that was outside of the Ombudsman's remit for investigation. The Ombudsman was satisfied that no mis-information had been provided, and was further satisfied that SP had provided C with an appropriate level of customer service throughout the complaint. However, the Ombudsman did require SP to credit C's outstanding payment as SP had proposed this as a goodwill gesture for any inconvenience caused. The Ombudsman welcomed this proposal from SP and considered it generous.

14.0 Faults (Equipment)

14.1

C installed some new software and then the internet and email service failed. C contacted SP on several occasions but it failed to sort out the problem. It made repeated promises to call C back, but failed to do so. The problem was rectified by a local technician. SP advised the problem was a fault with C's equipment.

The Ombudsman concluded SP's customer service demonstrated was poor and added to the delay in sorting C's problems out. C therefore was paying for the service but was unable to access it. She directed SP to make a goodwill payment in light of the costs and inconvenience C suffered.

15.0 Faults (Line)

15.1

C raised fault with SP. Three engineers visited and repaired the service and confirmed that the fault was not with C's own equipment. C then changed providers but on the final bill from SP was charged an engineering call out fee. C disputed this with Sp but SP maintained.

The Ombudsman said that SP had been informed by network provider that the fault was not with the line and that a fee would be raised. The Ombudsman however was concerned that SP failed to investigate C's claim further and viewed this as poor customer service. The Ombudsman requested that SP remove the outstanding balance and award C with a nominal goodwill payment.

19.0 Installation

19.1

C complained that a service from SP was never operational and so requested cancellation. SP stated that the account was valid, C had not exhausted all the options from its technical helpdesk and C should be liable for the remainder of the term of the contract. C complained that the service had never worked even after enlisting specialist assistance. Following the request for a casefile SP investigated the complaint more fully and offered to close the account.

The Ombudsman considered C had poor customer service as SP could have investigated this sooner. SP was required to make a goodwill payment and apologise for the shortfall in its customer service.

19.2

C complained that after requesting a transfer from one address to another SP failed to complete the move, resulting in loss of business. SP failed to address the issue fully in its casefile, but offered C to cancel the service.

The Ombudsman considered C had had poor customer service from SP and required SP to allow all services to be cancelled without a termination fee, not just the one highlighted by SP. She also required an apology and goodwill gesture from SP.

22.0 Internet Connection

22.1

C ordered telephony services from SP that included a broadband service. From the outset, the Broadband service was faulty and SP tried on many occasions to rectify the faults but was never able to do so. C cancelled the service and SP applied an early termination charge to the account. C asked for the contract to be ended without penalty and for charges for the broadband and the other telephony services to be refunded. SP refused to do this.

The Ombudsman decided that C had never received the services C wanted from SP and therefore SP should allow C to cancel the service agreement early without penalty. The Ombudsman also came to the conclusion that whilst C had not received the broadband service C wanted, C had received the other services and was responsible for the charges applied in respect of them.

The Ombudsman also commented that the broadband service faults had caused inconvenience to C over quite a lengthy period of time and that SP should apply a small goodwill gesture to C's account to redress this.

23.0 Itemisation

23.1

C cancelled service with Sp but did not receive an itemised final bill. C contacted SP to request an itemised bill but received no response. C did not receive the itemised bill until two months after the initial request. SP maintained that C was liable to pay the remaining outstanding balance.

The Ombudsman said that C had received a shortfall in customer service from SP. SP failed to provide an itemised bill within a timely manner and also failed to respond to

correspondence received. The Ombudsman requested that SP ensure C's credit rating was not affected and to award a nominal goodwill payment.

24.0 Mis-selling

24.1

C contacted SP with issues relating to mis-selling, disputed charges, tariffs and poor customer service. SP agreed to recalculate the tariff offered to reflect a standard package.

Although the Ombudsman could not find any conclusive proof of mis-selling in this case, she could see no real reason for C to sign up to the disputed tariff as the usual call spend would not warrant this. The Ombudsman notes the actions of SP in re-rating the account and finds this helpful in the circumstances. However, C has not received a level of customer service normally expected with regards to the letter sent to SP which was received and went unanswered. This is a service shortfall.

Therefore, the Ombudsman considered the best way forward in this case is for SP to reduce the amended charges which is 50% of the charge along with a full apology for the failure to respond to the letter of complaint.

24.2

C entered into a 12 month contract with the SP. C says the SP was made aware at the point of sale that C would be moving house within the 12 month contract period and was told that if the SP's services could not be transferred to the new address, the account could be closed without incurring an early cancellation fee. C moved house six months later and received conflicting information about whether the SP's services could be transferred. Eventually, the SP confirmed that it was unable to provide services to the new address and applied an early cancellation fee to C's account. C also disputed call charges made from the previous address after C had moved out.

The Ombudsman considered that C may have been misinformed at the point of sale and considered it unreasonable for the SP to charge an early cancellation fee in this instance. She also acknowledged that C may have experienced a shortfall in customer service and concluded that the SP should credit C for call charges made after C had moved from the property, provide a further goodwill gesture equal to the early cancellation fee and send a letter of apology.

24.3

C contacted SP with issues of mis-selling, disputed charges and poor customer service. SP made no comment regarding the issue of mis-selling but maintained the charge raised as correct.

The Ombudsman was disappointed that a copy of the initial sales call was not presented by SP to help her consider this issue. On the balance of evidence provided, the Ombudsman could not support C's claim of mis-selling. However, C has not received a level of customer service normally expected in attempting to resolve the complaint.

Therefore, SP should clear the disputed debt in full, and confirm in writing to C that the account is closed with a nil balance, along with a letter of apology for the poor experiences. The Ombudsman could validate C's request to have the initial debt returned from SP debt collectors as it was raised by the company correctly.

24.4

C contacted SP with issues relating to incorrect billing, incorrect tariff, mis-selling and poor customer service. SP accepted that an incorrect tariff had not been activated on C's account and that C was also mis-advised regarding the broadband package and no response was sent to letters sent.

The Ombudsman concluded that C has been inconvenienced with regards to being billed incorrectly, being mis-advised regarding the broadband package, and not receiving a response to her correspondence or promised call backs. These are clear service shortfalls.

Therefore, SP is required to send C a full breakdown of the broadband and telephone account and apply any credits to the account for overpayments. For C's overall poor experiences and being mis-advised, the company was required to offer a goodwill gesture payment, by cheque, along with a full written apology and comment regarding the charges raised for the voicemail facility. SP should also send written confirmation that the broadband account has been closed.

24.5

C states that after signing up for a fixed term contract with SP that notice for cancellation was given after five days. SP says that the agreement is binding as the contract was signed and all appropriate terms and conditions were provided at the point of sale. The Ombudsman concluded that C is bound by the fixed term agreement entered into with SP or liable for the early termination fee which applies when leaving the agreement early. There was no indication of any service shortfall by SP. Therefore, no further action is required by SP in this case.

27.0 Number Porting

27.1

C contacted SP with issues relating to a PAC code, disputed charges and poor customer service. SP maintained that the PAC was sent but not utilised.

The Ombudsman was satisfied that SP has raised the charges on C's account correctly as the PAC code was not used within the specified 30 days period for activation.

Therefore, SP should send C a breakdown of the account details and charges raised a credit against the outstanding balance, along with a letter of apology.

29.0 Premium Rate Services

29.1

C disputed premium rate calls with SP. SP maintained and advised numbers were for a calling card company. C disputed and said had received poor customer service from SP.

The ombudsman said that C was liable to pay SP for the calls. There was no evidence of a fault and there were other undisputed calls made around the times of the disputed calls. The ombudsman noted a shortfall in customer service as the complaint was not correctly escalated. SP to credit outstanding balance with nominal goodwill payment. SP to send C a letter confirming outstanding balance. C urged to contact company who provided the premium rate numbers and the collection agency to arrange a payment plan.

32.0 Refunds

32.1

C complained that SP had promised a payment but that it was not made, despite complaining for several months. SP investigated and agreed with C that several times the credit had been promised but not delivered.

The Ombudsman agreed that C had experienced poor customer service, requiring an apology and further goodwill gesture to the one previously offered.

36.0 Tariffs

36.1

C requested a tariff change. When C received the bill C noticed an unwanted tariff. Despite numerous calls to SP and letters the matter was not resolved. D did not pay SP for the charges. SP passed the matter onto a debt collection agency. SP advised the Ombudsman's office that it listened to the call recording and had determined that C was correct. The Ombudsman accepted SP proposal to provide C an apology, goodwill payment, close the account and ensure no adverse information was recorded against C's name.

38.0 Terms and Conditions of Contract

38.1

C requested account termination within the minimum contract period due to going abroad. SP considered this breached its Terms and Condition and wanted to impose the termination fee. C complained, citing the Terms at their disposal.

The Ombudsman reviewed the Terms and Conditions and found that SP had changed them; the new terms would put C in breach, but she concluded that C would not be aware of the change and had applied the conditions relevant to the contract when it was first agreed. The Ombudsman required an apology and goodwill gesture.

38.2

C received a restricted service from SP. This service had a number of rules of eligibility attached to its membership. C broke a number of these rules and was taken off this service. C said this was restrictive and wanted to be reinstated.

The Ombudsman found that the rules that applied to this scheme had been broken and therefore SP was entitled to remove C from the scheme.