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1.0 Auto Diallers

1.1

C contacted T to dispute PRS charges raised on the account as a prior agreement had been made not to allow access to the account but to a third party. T refuted this and stated that no agreement was made and that the charges were legitimately raised.

On the balance of evidence provided, the Ombudsman could find any direct evidence of an agreement made by T with C's third party to have sole responsibility of the contract held by C. The Ombudsman believes that such an agreement would be unlikely as the account would have to be placed in the name of the third party. There is no evidence of any service shortfalls in this case.

Therefore, no further action is required from T in this case

1.2

C received a bill that C found contained a charge to a Premium Rate Services (PRS) number that C disputed C had not made. Therefore C complained to SP but SP maintained the charges. C continued to complain and although SP responded with information and advice, C remained unhappy. The matter reached deadlock, yet C still corresponded with SP. Eventually SP offered C a credit in order to resolve the matter, but C rejected this. C remained unhappy as C believed illegal activity was occurring. The Ombudsman found that SP had charged correctly for the calls and provided C with appropriate responses and information in order for C to seek recompense of the charge, through the correct channels. The Ombudsman welcomed SP's credit offer as thus was after it had confirmed its final position, and therefore required it to retain this offer to C. The Ombudsman urged C to contact the content provider of the PRS number for recompense of the charge, as it was found that the regulator, ICSTIS and judged that it was in breach and that refunds should be given to customers who had complained. Other issues raised such as the legality of the charge, remained outside of the Ombudsman's remit for investigation.

1.3

C received a large bill that contained calls to a 0871 number that C claimed C did not make. C complained to SP but SP maintained the charges. SP explained to C, both orally and in writing, how the charges may have occurred (inadvertently via C's equipment in the form of a rogue dialler) but C still felt that C should not be liable for the disputed calls. The Ombudsman found that in this instance although SP may have been alerted to the high usage that could have prevented a certain amount of calls, she also found that C had incurred similar calls on a previous bill that was not disputed. The Ombudsman was of the opinion that had C contacted SP initially then the further calls may have been prevented, and also that SP had acted appropriately in relation to the

charging of the calls and also its response to C's complaint. On this basis, the Ombudsman required no further action from T.

2.0 Billing

2.1

C contacted SP with issues relating to disputed charges, billing, broadband, cancellation and poor customer service. SP maintained that C had not contacted it to advise of a broadband problem and that the service had been downgraded for non payment. SP added that the call charges were also correct and this service had been cancelled due to non payment.

The Ombudsman concluded that SP had billed C correctly and that C had failed to meet the charges raised. However, C did not receive a full response to letters sent.

Therefore, ntl was required to send C a full clear breakdown of the disputed broadband and telephony charges, written clarification of the agreement entered into to reduce any further confusion, a goodwill credit against the outstanding balance, along with an apology for not responding to the sent letters.

2.2

C contacted SP with an issues relating to disputed payments, billing, charges, SIM card and customer service. SP maintained the charges as correctly raised from C's SIM card.

The evidence provided shows that SP has billed C correctly for usage made by the SIM card. As the account holder, C is accountable for the charges raised. There is no evidence of any service shortfall in this case.

Therefore, SP should contact C directly and offer a re-payment plan to reduce the burden of the debt.

2.3

C requested that SP combine C's two telephone accounts, so C received one bill. SP agreed. As a result of this request, SP cancelled one of C's lines. C had to contact SP on numerous occasions to have the line reconnected. However, SP did not merge the two accounts. SP did offer a payment to C as a goodwill gesture to recognise the inconvenience caused. C did not consider the offer was adequate.

The Ombudsman accepted that C had been caused considerable inconvenience, but was satisfied that SP's offer was adequate. SP was required to pay the amount it had offered to C, to apologise and, if it was technically possible, to merge the two accounts.

2.4

C complained that SP had charged for premium rate calls. SP advised that the charges were valid and provided advice for reporting a complaint to the correct regulatory body. C investigated the charges but advised SP that the calls were made at times that neither C nor C's partner were at home. SP maintained that the calls had been made. The calls were identified to be connections to a quiz line but C continued to dispute the charges. C sent letters of complaint but felt that the responses were inappropriate. C further complained that bank charges had been incurred due to SP taking the full payment.

The Ombudsman reviewed the charges and was of the opinion that the calls had been connected and billed correctly. C was advised to consider whether another member of the household could have made the calls. The Ombudsman commented that C was responsible for maintaining the bank account and sufficient notice had been provided that the payment was due to be taken. However, the Ombudsman acknowledged that SP had failed to address the complaint appropriately and for this she required SP to issue a letter of apology and small goodwill payment. SP was not required to refund the charges as C had requested and nor was SP required to cover any bank charges incurred.

2.5

C was receiving services under a package plan. SP sent all its customers notice of an intended price increase. C received the notice and called SP to cancel services. SP explained to C that a 30 day cancellation period was necessary. C would not accept this and wanted immediate cancellation of services as SP had not provided C with 30 days notice of the price increase. SP continued to provide C with services and charged C accordingly. C sent letters of complaint to SP and C received a detailed response to them, but SP maintained that unless C accepted the 30 day cancellation period it would not end services.

The Ombudsman considered the Terms and Conditions of the Agreement between the parties and noted that C was required to give one month's written notice to end services. The cancellation of an Agreement due to a price increase generally concerned Agreements that were still within a fixed minimum term. C was not in a fixed term and could cancel the Agreement at any time by giving one month's written notice to SP.

The Ombudsman noted that C could not cancel services simply by calling SP but had to request this in writing. The first occasion C made any reference in writing to SP about this was over a month after C's initial call. The Ombudsman came to the conclusion that this should have been the effective date for cancellation of services and SP should therefore credit any package charges applied to the account after that date. The Ombudsman also noted that although C had asked for services to be cancelled C had continued to avail C to them. She commented that C could not expect to receive such services for free and decided therefore that C was responsible for any other charges that had been applied to the account.

2.6

C arranged to pay for services from SP by means of Direct Debit (DD) arrangements. The DD payments failed as a result of SP providing incorrect reference numbers, C was sent demands for outstanding payments and monthly surcharges were applied to C's account for not making payment by DD.

Over 11 months C continually contacted SP about the problem and was repeatedly told that the DD had been reinstated only to find that it had not. SP told the Ombudsman that it was C's bank that had caused the problem and C should have the bank make the necessary arrangements. The Ombudsman however noted that the reference number SP supplied to her was slightly different from that contained in a letter that SP had sent to C to confirm the arrangements. It appeared to the Ombudsman that this was the reason why DD payments had failed. The Ombudsman concluded that SP should ensure that it provides C's bank with the correct reference number to enable the DD to be put in being. SP should also refund C with the payment surcharges SP had applied to the account.

The Ombudsman also commented that there had been a large number of customer service issues in this case that spanned over a considerable time scale and SP should send C a letter of apology and make a goodwill gesture to C for this.

2.7

C cancelled a broadband service C was receiving from SP. SP did not cancel the service and continued to bill C for it. C made an overpayment and realised that SP was still providing the service. C made further contacts with SP and asked for cancellation and for a refund of the overpayment. SP promised to do this but did not fulfil the promise.

SP told the Ombudsman that it accepted it should have closed the account and refunded C with the overpayment. It offered to make a goodwill gesture to C for the inconvenience caused by its failures.

The Ombudsman decided that the action SP had told her it would take would effectively resolve C's complaint and the goodwill gesture it had offered was commensurate to the complaint. The Ombudsman concluded that SP should maintain the proposals it had made to her.

3.0 Broadband

3.1

C contacted SP with issues relating to connection, broadband, compatibility, mis-advice and poor customer service. SP stated that it had not mis-advised C, but could have done more to help advise initially.

The Ombudsman could not find any evidence that SP had mis-advised C but that a shortfall in customer service had occurred.

Therefore, SP was required to investigate the possibility of reinstating C's second line, subject to confirmation. For the service shortfall, SP was required to offer C a goodwill gesture credit along with a letter of apology.

3.2

C subscribed to SP's broadband service. C experienced problems connecting. C called SP. SP concluded that the problem was caused by the set up of C's computer equipment. Therefore SP would not cancel the contract without applying an early termination fee.

The Ombudsman was of the opinion that the evidence suggested that the problems were being caused by C's computer equipment. No further action was required.

3.3

C experienced delays after ordering a service from SP. SP explained the reason for the delays, which were partly due to action taken by C. C denied that another provider had been instructed and claimed that SP had failed to input the order appropriately. SP agreed to provide a goodwill credit for the delays but C claimed that the amount offered was more than that which was credited to the account. SP explained that the credit was applied as promised. C continued to complain and claimed that SP failed to respond appropriately. C asked to cancel the service but SP explained that the full term fee would be payable.

It was clear that there had been some confusion surrounding the initial order but SP appeared to have taken appropriate action to provide the service. There was no evidence to support C's claim regarding the credit offered. However, there was clear evidence that the standard of customer service had been poor. SP was required to provide a small goodwill credit in respect of the shortfall in customer service. However, in the event that C chose to terminate the contract, the fee would be valid.

3.4

C agreed to SP's broadband and telephone services but was never able to connect the broadband service. This remained the case despite contacting SP about the problem. Therefore C requested to cancel, but SP advised of the minimum contract term. The Ombudsman found that C may have been mis advised by SP during one of C's contacts, and although the Ombudsman was satisfied that SP had acted accordingly to C's oral contacts about the connection problems, it was found that SP did not respond to C's further emails regarding the same issue. In this instance the Ombudsman deemed it appropriate for SP to cancel all broadband charges and provide C with a new outstanding balance relating to the telephone service only.

3.5

C took a broadband service that SP did not deliver for a period of over five weeks. This along with problems in relation to the billing cycle and a total lack of service on the telephone line was viewed as poor customer service. The case was complicated by a lack of documentary support however it was clear that had been customer service issues.

As SP had already provided a full refund it was required to provide a closing account and a small goodwill gesture.

3.6

C contacted SP with issues relating to broadband, disconnection, disputed charges and poor customer service. SP accepted the loss of service and offered a credit for downtime.

The Ombudsman recognised C's frustration in this matter and the loss of broadband service. However, SP had responded to C by crediting the downtime. This is helpful in the circumstances. However, from the evidence provided, C has not received a level of customer service normally expected from SP and this is a service shortfall.

Therefore, keeping in mind the credit applied for the loss of the broadband service, SP was required to maintain its offer of a goodwill gesture credit along with a full written apology for the overall poor experiences to date. If wanting to receive a refund for the telephone charges as was agreed by SP, then C should send the company telephone bills and a refund should be applied for the call costs in contacting the company.

3.7

C agreed to SP's broadband service, but experienced many difficulties throughout with regards to the service. C maintained that C had never received the actual broadband service from SP at all. C claimed that the first modem to be sent was lost, that the replacement was faulty, and then the third was also never received. SP argued that C had not been fully compliant with its Technical Support team, in order to install the service. The Ombudsman found that although it was evident that C may not have been fully co-operative, and often reluctant, to take SP's advice, it was also clear that C had never been able to benefit from SP's service, due to the modem issues highlighted, that were ultimately the responsibility of SP. The Ombudsman welcomed the credits that SP eventually applied to the account, but she considered that as C had not used the service, it should be cancelled without penalty and with a zero balance, and also that SP should also refund C any charges incurred for that service to date. SP also had to provide C with an apology for any shortfall in customer service received, and then ensure that it released C's line to enable the use of another broadband provider.

3.8

C requested a broadband service from SP but SP failed to assist C to connect to the service. C sent letters of complaint but SP failed to respond. C made many calls to SP but SP did not escalate the complaint or return calls. SP acknowledged the shortfall in service and proposed a resolution.

The Ombudsman was of the opinion that there had been a shortfall in service. However, the action proposed by SP was considered to be appropriate. SP was required to issue a letter of apology, cancel the account without penalty and apply a credit equivalent to all remaining charges on the account. Any payments made for the broadband service were to be refunded to C.

3.9

C contacted SP with issues regarding internet service, billing, disputed charges and poor customer service. SP did not respond to the Ombudsman.

From the limited evidence made available for this case, the Ombudsman found, on the balance of probabilities, that C has legitimately cancelled the Internet service with SP and that the company has continued to bill her for this service. C has also been inconvenienced with regards to being chased for the disputed charges and in attempting to resolve the complaint.

Therefore, SP is required to refund all charges taken for the Internet service, offer a additional goodwill gesture payment for the overall poor experiences to date, which includes the charges incurred in contacting the company. Also, send written confirmation that the account is closed with a nil balance, confirm in writing that no adverse information has been sent to any credit reference agency as a result of this episode, contact its debt collection agents to ensure that no further billing, and removed C's details from its marketing lists.

3.10

C contacted T with issues relating to Internet speed, cancellation, debt collection and customer service. T stated that no request for cancellation was given by C at the period stated. T offered a goodwill gesture payment to address C's overall poor experiences to date.

There was no clear evidence to support C's claims that contact was made with T in the disputed period to request the cancellation of the account. In recognition of C's overall experiences and the length of the complaint, T offered a goodwill gesture payment but this was refused. The Ombudsman was satisfied that this sum reflects any service shortfall received by C.

Therefore, T was required to maintain its offer of the goodwill gesture payment, along with a full written apology

4.0 Call Limit

4.1

C agreed to service with SP and was informed at the point of sale that the account had a call limit. C then received large bills exceeding the call limit agreed. SP maintained as correct but C continued to dispute.

The Ombudsman said she was concerned as to how the call limit was explained to C at the point of sale and viewed any misinformation as poor customer service. The Ombudsman requested that Sp cancel the contract without penalty as a gesture of goodwill and to refund C with charges charged after the service was restricted.

4.2

C agreed to call limit with SP. C then received bills which exceeded this call limit. C disputed with SP. Sp maintained that the call limit was a guideline only and C had been informed of this in the terms and conditions and the welcome letter sent. C requested that SP refund any payments made over the agreed call limit.

The Ombudsman said that C was liable for any usage over the call limit as SP's terms and conditions clearly stated that it was unable to set usage limits. The Ombudsman was however concerned with any misinformation C had received at the point of sale and required SP to credit the account with a nominal goodwill payment.

5.0 Cancellation

5.1

C requested the cancellation of an account with SP but was offered an upgrade. This was to be considered and a decision communicated to SP. This did not happen so the account remained open and building charges up. C said that notice of cancellation was sent by recorded delivery but there was no proof of this. SP cleared the account balance and closed the account as a gesture of goodwill. This was considered reasonable.

No further steps were required of SP.

5.2

C upgraded C's mobile phone. C received the phone and decided to cancel C's service. C returned the phone to SP within the cooling off period. SP received the phone. However, SP did not close the account. SP said that although C had returned the

phone, C had not requested the cancellation of C's account. In its submission to the Ombudsman SP said it had since changed its policy and when an upgraded phone was returned. SP now called customers to ask if they wanted to cancel their contracts. SP offered to clear the charges that had been added to C's account since the phone was returned.

The Ombudsman was of the opinion that SP's offer was fair, particularly in view of its change of policy, and required the company to carry it out.

5.3

C cancelled service with SP and account was in credit. C contacted SP for refund but never received it. SP said that due to an error the account did not close. This delayed the refund credit. SP said it had already credited the refund to C prior to receiving a case file request.

The Ombudsman said that C had received poor customer service from SP. SP failed to cancel the account due to an error and this caused an approximate five month delay in sending C a refund. SP to send C a letter of apology, and award a nominal goodwill payment.

5.4

C subscribed to SP's broadband service. The same day C cancelled the order and ordered a service with another provider. A few weeks later SP arranged for the service to be cancelled. However, as it had never been C's service provider, it cancelled C's service which was provided by another company. C was without broadband for a month. C wanted SP to compensate C for the loss of service suffered.

The Ombudsman agreed with C that SP was responsible for the problems suffered. However, C had already received compensation for the loss of service. The Ombudsman felt the amount received was adequate and did not require SP to take any further action.

5.5

C requested the PAC code for a phone and asked for the cancellation of the contract. The PAC code was not used and therefore the contract continued. Further C continued to use the phone for some months after the request. It was found that on this basis it was reasonable for SP to charge for its services. SP accepted that calls and enquiries were made which were not dealt with promptly and offered to provide a goodwill gesture equivalent to the charges for the months that these enquiries were being made. This was felt reasonable and it was recommended that this offer be accepted.

5.6

C transferred C's two services, which were previously provided by SP, to a new provider. C did not notify SP for several weeks. When C did notify SP, SP cancelled one service but not the other. SP continued to charge C for the second service.

The Ombudsman was of the opinion that SP had made a mistake in not cancelling the second service. SP was required to refund all charges for this second service.

5.7

C sent a letter to SP via recorded delivery advising of C's cancellation. Yet C continued to receive further bills. Therefore C complained and eventually, when SP had received proof of delivery of the initial letter, it credited the outstanding balance on the account. C sent many complaint letters to SP and it eventually offered C a small goodwill payment as a gesture of goodwill, but C refused this. The Ombudsman was satisfied that this matter arose due to SP's error of misplacing C's cancellation letter. The Ombudsman welcomed SP's proposed actions, but considered that it should increase its goodwill payment to C, provide C with an apology, confirmation that the account was now closed with a zero balance and also that C's credit rating had not been affected.

5.8

C complained that when the request was made to close an account SP failed to do so and continued billing. SP stated that there was a system error that maintained billing of a non-Direct Debit surcharge which should have been picked up sooner. SP offered to recalculate C's bills and offered an apology.

The Ombudsman considered C had experienced poor customer service, but agreed with SP that this course of action was most appropriate and required it to ensure that the suggested actions were completed.

5.9

C complained that SP failed to terminate an account within the cooling off period. C complained verbally and in writing, but after making assurances the request was still not actioned. C wrote several more times but reported getting no response. As SP did not provide a casefile there was no reason to doubt this.

The Ombudsman required SP to apologise close the account without penalty and make a goodwill payment.

5.10

C agreed to receive a service from SP, but cancelled the contract within the cooling off period. However, SP failed to action the request and C received bills and payments

were taken by Direct Debit. C complained in writing to SP, but no response was received. SP stated that credits were applied to the account and a refund was made to C's bank account.

The Ombudsman concluded that, from the evidence provided, C had received a poor customer service from SP and a letter of apology was required, together with a goodwill payment for the poor customer service C received.

7.0 Credit Control

7.1

C requested service with SP. SP refused due to previous debt. C disputed this and provided documentation. SP refused to provide service unless C disassociated from previous large debts.

The Ombudsman said that the information C had provided showed that C was not at the address when the debts were incurred. C to provide written confirmation that C is at the address solely as a carer. On receipt of this the Ombudsman then requested that SP provide a full working service.

8.0 Customer Service

8.1

The Ombudsman considers C has suffered a shortfall in customer service on this case. Due to SP's poor administration a payment was misplaced that C had paid via online banking. SP was not timely in its investigations into this matter and the complaint became protracted. In the interim period C's services were repeatedly restricted thus causing great inconvenience and costs.

In summary the Ombudsman directs SP to provide a letter of assurance that C's credit history has not been adversely affected by its actions; terminate the account without charging an early termination charge or administration charges in goodwill: maintain the outstanding balance on the account.

8.2

The Ombudsman considers there was a shortfall in customer service at times on this case, however SP offered a goodwill gesture and an apology. The Ombudsman is satisfied that this is a reasonable level of redress and directs SP to apply it to the account accordingly.

With regards to the disputed charges the Ombudsman directs SP to investigate this issue, when it receives Cs proof.

8.3

C complained that SP did not provide the service requested when moving property. SP stated that C had not asked it to do so in a specific manner but that it had experienced problems when it had attempted to get C's service installed.

The Ombudsman considers the goodwill gesture offered by SP initially was fair, but that C had experienced poor customer service delaying productivity. An apology and additional goodwill payment was required. C was also recommended to settle the arrears accrued after the credits had been applied.

8.4

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.

8.5

C was setting up an internet based company and due to invoices being sent to the wrong address the account was not fully paid up. This mistake was accepted by SP. This mistake led to the disconnection of C's service and to get it put back on C paid the account in advance but said that SP tried to sell another and when this was refused, the disconnection continued. C claimed that the disconnections created great damage to the new business and that the novel idea on which it was built had now been set up by other companies.

The Ombudsman required T to provide a goodwill gesture for its poor customer service and an AFL pack to C in order that could claim fully justified business losses.

8.6

C experienced poor customer service from T and cancelled its service whilst in the contracts minimum term. An early termination fee was charged which C disputed.

The Ombudsman took the view that the early termination fee was justified but that T should provide a small goodwill gesture in respect of the poor customer service.

8.7

The Ombudsman concludes SP failed to deliver a replacement payment card as it had promised. It then delayed in reordering the card for approximately five months.

C made payments to SP that were not individually shown as received on subsequent bills. The Ombudsman accepts that the payments made were not itemised on the bills due to SP's system of accounting. The Ombudsman considers this is a commercially made decision however he is satisfied that the payments it has received balance with those C made.

The Ombudsman considers C proactively sought resolution to the complaint however due to SP's poor administration C's concerns were not addressed in a timely manner. Furthermore, the Ombudsman is concerned that SP issued another customer's account statement to C. The Ombudsman considers C suffered inconvenience and incurred costs.

In summary the Ombudsman requires SP to ensure C is provided with a payment card if SP has not already done so; issue a formal letter of apology; and make a goodwill gesture in recognition of the customer service issues raised.

8.8

The Ombudsman concludes C suffered a shortfall of customer service at times on this case. C maintains SP made a mistake when C's order was changed from a shift to a cease and provide, causing C to lose broadband service. The Ombudsman concludes SP correctly processed C's request however it failed to alert C to the fact he would lose the broadband service and to contact the ISP to ask it to place an order to retain the service. The Ombudsman accepts SP is not obliged to provide compensation for loss of broadband services as C requests as it was only responsible to provide a line.

The Ombudsman takes the view that the customer service shortfall in this case had a direct and detrimental affect on C's business as it added to the period without broadband.

In summary the Ombudsman directs SP to make a goodwill credit to the account.

8.9

C stated that SP wanted to levy a charge for a repair. Instead of paying it C decided to close the account. SP did not complete the closure efficiently and two bills were produced.

The Ombudsman considered that C had poor customer service and required a goodwill payment. But as SP had already apologised she did not require it to do so again.

8.10

C stated that services from SP were interrupted for many days and call backs were not completed when specified. C then requested additional costs to be awarded for missed appointments. SP considered that there were grounds for some of the costs, but not the unquantifiable ones, such as stress and time waiting.

The Ombudsman considered the suggested goodwill gestures were appropriate and required them to be completed. She also required a further goodwill payment and an apology, in recognition of poor customer service that could have been avoided.

8.11

C requested some information from the SP regarding a telephone service, but then received a service not requested. C then contacted the SP within the cooling off period to cancel the service, but the SP failed to action this correctly. This led to a service and charges C did not want, with C complaining about the subsequent delays with the SP's cancellation. The SP acknowledged that C had failed to receive good customer service, but had ensured the service was cancelled on review with the outstanding balance cleared.

The Ombudsman concluded it was reasonable for C to remain responsible for the telephone charges paid, but considered there were customer service issues that needed to be addressed by the SP. In resolution the Ombudsman required the SP to send a letter of apology, and this was to include confirmation that the account had been cleared, with the outstanding balance cancelled as a gesture of goodwill. The Ombudsman also required the SP to make a cheque refund in respect of any administrative charges paid by C, and this was to be increased by a goodwill payment. The Ombudsman also required the SP to provide written confirmation that no adverse credit information had been recorded.

8.12

C requested a change in service by SP but SP failed to provide the service by the agreed date. SP blamed the delay on a third party, which was accurate, but nevertheless C experienced some inconvenience. C complained to SP, which advised C to seek compensation from the third party. C complained further but remained dissatisfied with the standard of service provided.

The Ombudsman was of the opinion that C should not have been drawn into any issues between the third party and SP and that C's service should have been unaffected as much as possible. However, as C did experience delays and a poor standard of service, SP was required to issue a goodwill credit to cover the disputed charges.

8.13

The Ombudsman considers SP failed to provide an adequate level of customer service on this case. C suffered inconvenience and incurred costs when seeking resolution to the complaint.

The Ombudsman concludes SP failed to cancel the account when requested. As a result the account remained active and continued to charge. SP agreed to refund an overpayment to C, clear the outstanding balance on the account and issue an apology. The Ombudsman welcomes SP's offer and in addition requires SP to make a goodwill payment in recognition of the customer service issues raised.

In summary the Ombudsman requires SP to issue a formal letter of apology including an assurance the account is closed with a nil balance, provide a goodwill payment by cheque, which includes the refund of the overpayment.

8.14

The Ombudsman concludes C experienced a shortfall in customer service on this case and suffered inconvenience. The Ombudsman found there was a fault at the exchange that led to C's problems connecting to SP's broadband service. The Ombudsman accepts the fault was not within SP's jurisdiction but welcomes its offer of a goodwill credit equivalent to its broadband connection fee. SP recognised it failed to provide an adequate level of customer service, in addition the Ombudsman considers C incurred costs when seeking resolution to the complaint.

In summary the Ombudsman requires SP to make a goodwill credit of that includes the refund of the connection fee; and issue a formal letter of apology.

12.0 Disputed Charges

12.1

C had billing problem with SP. SP resolved this issue and applied the relevant credits. C then moved house and had no service from SP. SP said it had credited C's account with rental charges incurred and also removed the broadband termination fee. C said that SP said C would not be charged for calls. SP said this was not the case and it had not advised C it would remove call charges prior to C transferring service to another provider.

The Ombudsman said that SP had resolved the billing problem so no further action was required. The Ombudsman said that the credits placed by SP were fair in this instance. The Ombudsman however noted a shortfall in customer service and so required SP to refund 50% of the outstanding call charges as goodwill.

12.2

C disputed charges with SP. Despite attempts made by SP the charges were still disputed by C. The Ombudsman noted that although SP made attempts to apply credits to C's account it did not provide a clear breakdown to C explaining the amendments made. The Ombudsman required SP to provide C an apology, goodwill payment to C, assurance that no adverse information had been recorded against C's name, apply a goodwill credit to account to rectify previous billing issues and remove late payment fees as a goodwill gesture.

12.3

C disputed a personal number on a bill from SP. SP maintained and later confirmed to C that the numbers were operated by the NHS. C continued to dispute.

The Ombudsman said that C was liable to pay SP for the disputed calls as there was no evidence of a fault or error. The Ombudsman also found evidence to show that the calls were made in between C's dial up Internet connections. The Ombudsman however viewed a lack of a manager's call back as poor customer service and requested SP to credit the account with a nominal goodwill payment.

12.4

C paid SP for a micro filter by debt card but then received a bill. C queried this with SP but received no response. C did not receive any further reminder bills and so assumed the charge had been removed. C then made a one off payment to the telephone account. Part of this payment was used to pay the bill for the micro filter which was still outstanding. C sent letters to SP but received no response. SP did not provide an explanation for the bill for the micro filter in its case file.

The Ombudsman said that C had received poor customer service from SP. Sp had not responded to letters and calls received from C and also did not explain why C had been billed for a micro filter C had already paid for. SP to refund C with micro filter charge and award a nominal goodwill payment. SP to send a letter of apology to C.

12.5

C disputed billing C received from SP and claimed that the handset C had had been self dialling. SP investigated and was satisfied that the charges had been correctly raised and originated from C's SIM card. SP maintained the charges but provided C with a replacement handset and a new SIM card. C then contacted SP again and claimed to have the same problem. C refuted the claim and maintained the charges.

The Ombudsman came to the conclusion that it was very unlikely that both C's handsets had self dialled. She noted that SP had identified that some of the calls were to similar numbers that C had previously made and not disputed. The Ombudsman was of the

opinion that C's handset may have been activated accidentally or by unauthorised use because the handset may have not been locked.

The Ombudsman was of the opinion that there had been no wrong-doing in this case on the part of SP but an offer SP had made that if an independent expert found the handset to be self dialling, it would pay for the examination and credit the disputed charges, was a sensible solution and she came to the conclusion that SP should maintain this offer.

12.6

C received a bill from SP which included a large number of calls to a pay as you go dial up internet number. C disputed the calls. SP explained that the number could only have been dialled after C had used up all the inclusive minutes under C's internet package. C complained that SP had not warned C of the amount of internet calls on C's bill.

The Ombudsman decided that it was not reasonable to expect SP to monitor every customer's internet usage, particularly as some customers spent a considerable periods on the internet. Therefore, she did not require SP to refund any call charges. Some poor customer service was identified, and therefore SP was required to make a goodwill credit to C's account to recognise this.

12.7

C changed a payment plan but SP did not apply the new plan. The plan was changed and SP said it would apply a discount to the account. Over a nine month period SP failed consistently to provide the discount and this caused C much inconvenience and expense in chasing the discount.

SP was required to provide a letter of apology and a full breakdown of all credits that had been applied to the account. A schedule was to demonstrate where the discount has been provided or where it should have been provided and was not. All discounts that had not yet been provided were to be provided immediately. SP was also to ensure that all future discounts were applied correctly.

In respect of the poor customer service experienced SP was required to provide a goodwill gesture.

12.8

C disputed international call charges on their bill. SP advised C on rogue diallers and gave them protective advice. C disputed other call charges on a later bill. C claimed to have received a poor level of customer service.

The Ombudsman was satisfied that SP had provided C with a reasonable level of care but she considered that a shortfall in customer service had occurred. SP was required to investigate C's additional call dispute and make a nominal goodwill credit for the shortfall that had occurred.

12.9

C changed bank details and informed SP about this. Due to a system error C's mobile service was restricted on a number of occasions despite contacting SP about this at various intervals. SP provided C a goodwill gesture. C rejected this and wanted to cancel the contract. The Ombudsman considered C had received poor service and allowed C to cancel as the service had been affected on a number of occasions.

12.10

C was obtaining a telephone service from SP which had a minimum contract term. C moved from the address where C had been receiving services, moved to a relatives address and asked for the service to be cancelled. SP did this but as the cancellation was made within the minimum contract term SP applied an early termination charge to the account. C and C's relatives called SP to dispute this charge and SP explained why the charges had been applied. SP maintained the charges and C complained to the Ombudsman.

The Ombudsman considered the Terms and Conditions of the service agreement and decided that they supported SP's explanation that the charges had been correctly applied. C was responsible for the charges and whilst C complained about the level of customer service SP had provided, the Ombudsman was of the opinion that C was simply unhappy with SP maintaining the charges and would not accept SP's decision about them and this did not amount to a customer service failure.

The Ombudsman decided that C was responsible for the charges and as there had been no wrong-doing on the part of SP, SP need not take any further action about C's complaint.

12.11

C called a quiz TV show and then received a large telephone bill. C complained to the SP stating that a far lower number of PRS calls had been made, but after investigating the matter the SP maintained the charges were correct. The SP advised C to contact ICSTIS, and this showed the PRS provider was currently under investigation. C tried to gain recompense, but a letter was returned "no response".

The Ombudsman concluded that the SP had acted correctly throughout and could not dispute the charges involved. On this basis, she required no further action by the SP, and advised C to continue liaising with ICSTIS in this matter.

14.0 Faults (Equipment)

14.1

C experienced handset fault. SP exchanged the handset for a refurbished one. C experienced the same fault. C did not wish to receive a further refurbished handset. C sent letters to SP but received no response. SP did not provide a case file.

The Ombudsman said that C had received poor customer service. SP did not resolve replacement handset issue or respond to C's letters. SP to remove the termination fee. SP to refund rental charged after service was restricted. SP to send C a letter confirming final outstanding balance.

14.2

C sent a handset back to SP for repair and whilst SP told C it had sent C a replacement C disputed this and therefore SP sent C a further replacement handset. C complained that the accessories pack was not sent with the handset so C was unable to use it. SP promised to do this and offered C a small goodwill gesture for any customer care issues that C accepted. C claimed that despite further promises SP did not send the accessories pack and therefore C was unable to use the handset.

C told the Ombudsman that the latest replacement handset was also faulty and C wanted SP to provide a new different model. C also wanted SP, as a complimentary act, to supply C's friend with a replacement handset for one that was lost.

SP told the Ombudsman that C had received the initial replacement and it was able to show that a friend of C's was using that replacement. SP had sent C a handset charger for use with the replacement handset.

The Ombudsman decided that C's claims about not being sent the original replacement could not be substantiated. C had accepted a goodwill gesture for any customer care failures and this had effectively resolved C's concerns about these.

The Ombudsman concluded that C should take up any problems C was now experiencing with the new handset SP had sent to SP and allow SP the opportunity to rectify them. There was no reason why SP should provide C's friend with a complimentary handset to replace a lost one.

The Ombudsman could see no wrong-doing on the part of SP in this case and she concluded that SP need not take any further action.

15.0 Faults (Line)

15.1

C owned a business and suffered business losses when telephone service was lost. C was slow to react to the complaint that was logged and business was lost. A claim was made to T for lost earnings and this was refused by T as the contract stated it would not be liable for losses as a result of the contract. A goodwill gesture equal to business losses was required as this was not seen as interfering with the contract.

C was invited to submit proper substantiated details of the losses.

15.2

C had the telephone line disconnected by another provider disconnected in error. This was quickly resolved by the SP, but it led to C's broadband provider cancelling this service. C was unhappy with the broadband SP and asked it to re-provision as soon as possible. By the SP's own admission there were some avoidable delays, but a marker on the line was then removed, although C no longer wanted the service complaining about business losses. The SP highlighted that these could not be considered as C was a residential customer. However the SP offered to make a credit to account for the delay, but this was declined. C asked the Ombudsman to cancel the outstanding balance, including some call charges, and stop legal proceedings. C also requested compensation.

The Ombudsman concluded that the SP had acted correctly throughout, apart from the acknowledged delay. However, she concluded that the SP's offer was reasonable and required it to maintain this and send a letter of apology. The Ombudsman advised C that the business losses could not be considered after reviewing the Terms and Conditions and that it was reasonable for the SP to maintain the charges.

15.3

C complained to SP about persistent intermitted faults on C's telephone line. On a number of occasions, SP sent out engineers to rectify any fault and then assured C that line checks had show that the line was clear. C complained that the faults were still in being and as recourse decided to withhold payment for the service, as a result SP disconnected services. C eventually paid the outstanding balance on the account and went to another service provider. C wanted the Ombudsman to direct SP to refund the outstanding charges, as the service was not satisfactory and to ensure that SP did not make an entry on C's credit rating reference.

The Ombudsman came to the conclusion that SP had sent out engineers to repair any fault and would have been prepared to repeat this had C's line not been disconnected

for non-payment. The Ombudsman saw that C had been receiving a service and C was therefore responsible for the costs of it. The Ombudsman commented that she could not criticise SP if SP had made an entry on C's credit reference file, but any default entry should now be shown as settled and C was entitled to know whether any action about this had been taken. The Ombudsman decided that SP should write to C about this. The Ombudsman could see no wrong-doing on the part of SP in this case, and she therefore directed that it need not take any further action.

15.4

C experienced a loss of service on C's Residential line and complained to SP. SP tested the line upon C reporting the matter and soon the line was found to be working ok. However, C maintained that the service was down for approximately eight hours and wanted an explanation as to why this happened. SP maintained that it could not offer a fault free service, and also that C was not entitled to any refund or compensation as it fixed the fault within the agree timescale. C complained to SP and the matter was escalated accordingly, but SP's position was maintained. The Ombudsman concluded that C was not entitled to a refund or compensation based on the loss of service, although she did acknowledge that the actual loss of service to be unfortunate for C. Furthermore, it was evident that SP remained unsure as to exactly why there was a loss of service, but that it did provide C with a possible explanation of this, following C's complaint. The Ombudsman was also satisfied that SP escalated the matter accordingly and responded to C within adequate time frames. The Ombudsman could find no reason to say SP had provided C with any shortfall in customer service, and it remained that SP could not guarantee a fault free service. Therefore, the Ombudsman required no further action from SP.

19.0 Installation

19.1

C applied to SP for some new telephone lines for C's business. There was a delay in providing these lines because SP required to fit a new pole. When the lines were finally installed C experienced technical problems with the quality of the lines and certain other services SP provided. SP tested the lines and found no faults. SP provided extra equipment to C to resolve the problems as a goodwill gesture. C was not happy with the specifications of the equipment provided.

The Ombudsman was of the opinion that the delay in providing the lines had been unavoidable, and therefore did not require SP to compensate C for this. As the lines had no faults it was concluded that SP had met its obligations, and that it was possible the problem lay with C's switchboard equipment. As SP had provided the extra equipment on a goodwill basis the Ombudsman did not require SP to replace it. A problem with C's voice mail service had not been resolved by SP, so SP was required to carry out checks on that service.

19.2

C experienced an ongoing fault and complained several times to SP. SP stated that it had replaced the external cabling but C refused access to their property for the internal wiring to be assessed. C claimed SP damaged their property and wanted to make a claim. SP referred C to its claim department for this. C experienced a poor level of customer service.

The Ombudsman noted that SP had made several attempts at resolving the faults but it required access to C's property. The Ombudsman was of the opinion that a shortfall in customer service had occurred. SP and C were required to arrange a suitable time for an engineer to visit C's property. SP was required to make a nominal goodwill payment and write a letter of apology for the shortfall that had occurred.

22.0 Internet Connection

22.1

C had email problems and reported this to SP. SP did not help or resolve. C called SP and was promised call backs. C said these were not received. C sent a letter to SP but received no response. SP did not provide a case file and so its views were not taken into account.

The Ombudsman said that based on the evidence provided C had received poor customer service from SP. SP to remove the outstanding balance and send C a letter of apology.

24.0 Mis-selling

24.1

C contacted SP to enquire about service. C asked for information to be sent but C then received a letter from SP confirming C had agreed to a one year contract. C disputed this with SP who maintained. C transferred service to another provider and was charged a cancellation fee. C disputed this and SP maintained as it stated it had listened to the sales call and C had been informed three times that the contract term was 12 months.

The Ombudsman said that without a recording of the sales call it could only be surmised that a misunderstanding took place. As an amicable resolution the Ombudsman required that SP award C with half the cost of the cancellation fee as goodwill.

24.2

C contacted SP with issues of mis-selling, broadband, disputed charges and poor customer service. SP disputed the issue of mis-selling and maintained that a good level of service was offered. SP advised that as the broadband service could not be received a refund was given.

The Ombudsman considered that C has been inconvenienced considerably in being mis-advised that C could have a usable broadband service from SP when it was clearly not available. The Ombudsman stated that SP, as the service provider, is entirely responsible for ensuring that a broadband service is available for usage before selling the product, and considers on the balance of evidence provided that C had been mis-sold. The Ombudsman welcomed the actions of SP in clearing all charges for the broadband service, but highlights that no charges should have been raised for a service that cannot be received and could not be deemed as a goodwill gesture from the company. The Ombudsman considered that C has been inconvenienced in the attempts to resolve his issues and has not received a level of customer service normally expected. This is a further service shortfall.

Therefore, in view of C's overall experiences to date, SP should send C confirmation, in writing, that all charges for the broadband package have been cleared to nil, and clear the remaining call charges as a gesture of goodwill. SP should also confirm this in writing to C, along with a full written apology for the services shortfalls and being mis-sold the broadband package.

24.3

C agreed to transfer C's services to SP. C subsequently complained that SP had misrepresented the charges and length of the contract when C had agreed to the contract.

The Ombudsman examined the contract and associated documentation. She concluded that the charges and minimum term of the contract had been clearly stated several occasions. Therefore she did not feel the contract had been misrepresented. No further action was required.

24.4

C purchased a laptop from a third party retailer and also agreed to a free data card from SP, on the basis of the charges for that service. However upon receiving the bill, C noticed high charges for the usage, and therefore complained about miss-selling. SP responded to C's complaints to advise of the correct charges and that no evidence of miss-selling, but did propose a goodwill credit, due to SP's barring facility having not worked properly. C rejected this and the matter reached deadlock. The Ombudsman welcomed SP's admissions and proposals in this instance, but considered that as SP had not provided C with any notification that there was such high usage, she required

SP to increase its goodwill credit. The Ombudsman found no evidence of miss-selling and recommended that C took this up with Trading Standards, as she had no jurisdiction over the third party company. Furthermore, the Ombudsman was satisfied with the level of customer service provided throughout by SP, in relation to it responding to C's complaint.

28.0 Payments

28.1

C paid SP twice by cheque and direct debit and said had only received a partial refund from SP. C had numerous issues with regard to the company's premises move and the delay in the installation of the lines. C sent letters to SP but received no satisfactory response. SP said it had refunded C correctly due to the overpayments. SP said it had installed the lines within its two week target date. Sp advised in its case file that it was prepared to allow C to transfer service without penalty.

The Ombudsman said that C had received poor customer service from SP. The refund due to overpayments was however correct and was explained by the Ombudsman. Sp however appeared to have caused some delay with the installation of the lines due to incorrect information. The Ombudsman requested that SP credit the outstanding balance with a goodwill payment. Sp to send C a letter of apology and confirmation of what credits had been placed. SP to allow C to transfer service to another provider without penalty.

28.2

C was sent a demand by a Debt Collection Agency acting on behalf of SP for an outstanding balance. C disputed this but later settled the account. C then discovered that a credit reference default entry had been made against him. C felt that this was unjustified and erroneous and complained to SP about this. SP responded by informing C that the entry was justified, the debt was now shown as settled and it would remain for six years. C was unhappy about this and complained to the Ombudsman.

The Ombudsman noted that C accepted that SP had sent a least one letter about the outstanding balance and from information SP had previously given to C and payments C had made, that C must have been aware that there was an outstanding balance. The information provided by SP to the Credit Reference Agency was accurate and the debt had been recorded as settled. The Ombudsman felt that C would not suffer any disproportionate penalty from having this information on the credit reference file and C could if C wished, ask for a notice of correction to be applied to the account.

The Ombudsman could see no wrong-doing on the part of SP and therefore concluded that it need not take any further action.

29.0 Premium Rate Services

29.1

C received an unexpectedly large bill from SP and called to complain. SP stated that C may have been affected by a rogue dialler and referred C to the internet service provider. As C remained dissatisfied, C complained in writing to SP and a formal response was sent. C raised concerns that SP had failed to inform C about the large increase in unbilled calls and therefore SP had provided C with a poor customer service. SP maintained the charges and referred C to the service provider linked to the disputed 0871 numbers, to obtain a refund direct.

The Ombudsman concluded that C was liable for the disputed call charges, as C had inadequate security software installed on the personal computer, which led to C being affected by the rogue dialler. SP was not responsible for the call charges. However, the Ombudsman did consider whether SP should have alerted C earlier and she considered that there was a shortfall in customer service. SP was required to refund any call charged to the disputed number after a certain date and that a new bill should be provided to C for payment.

34.0 Service Transfer

34.1

C agreed to transfer line and calls to SP. On the date of the transfer C could not make outgoing calls. C contacted SP but it did not resolve the problem. C transferred service back to previous provider but was without a full service for 18 days. SP did not respond to C's complaint letters.

The ombudsman said that C had received poor customer service from SP. SP failed to take action to resolve the problem and also did not respond to correspondence received. SP to send C a letter of apology and award a nominal goodwill payment.

34.2

C transferred C's services from SP to another provider. C subsequently transferred the services back. A few months later C lost C's fax line. C discovered SP had allocated the line to another customer. C wanted SP to compensate C for the cost of new stationary, and for the inconvenience caused.

The Ombudsman discovered the fax line had been cancelled when C transferred to another provider. It was clear that during the transfer the line had been cancelled in error. As the new provider had been responsible for the transfer, and not SP, the Ombudsman did not feel SP could be held responsible because the fax line was not transferred. Although the fax line was cancelled, it was left active, and C was able to

use it for several months until it was reallocated to a new customer. The Ombudsman pointed out that this was to C's advantage, as C was not being charged for a line C could use.

34.3

C agreed to SP's service but contacted SP to cancel any potential transfer before the service was due to 'Go Live' with SP. However, SP continued with the transfer of C's line rental and telephone calls and C then received a bill and disputed this, but to no avail. After returning from holiday, C received demands for payment, more bills and also disconnection of C's service for non payment. C complained again and eventually the service was cancelled. C also made a payment under duress, to SP's debt recovery agency. The Ombudsman found that in line with SP's Code of Practice, as C clearly contacted it to cancel the service prior to the switch over date, the order should not have progressed. The Ombudsman found that C had received poor customer service from SP, yet it was clear that C would not have paid another provider for the same services during this period, and also that sage was incurred. Therefore, the Ombudsman required SP to provide C with a goodwill payment to reflect this, an apology, confirmation that the account was now closed with a zero balance, and also ensure that C's credit rating had not been affected.

34.4

C arranged to transfer C's Carrier Pre Select telephone service to a new provider. There was a delay of a few months in transferring the service. C blamed C's previous provider, SP.

The Ombudsman was of the opinion that the new provider was responsible for arranging the transfer, and that SP should not be blamed for the delays. No further action was required.

36.0 Tariffs

36.1

C's tariff changed without knowledge. Despite SP's promises the tariff wasn't amended. The Ombudsman found that SP had promised to change the tariff and therefore required it to honour its promise and provide C a goodwill gesture along with an apology.

36.2

C had a dispute with SP as to tariff benefits that were not provided initially. Credits were later provided however SP provided two lots of credit to C's bank account. C had not provided copies of the bank statements.

The Ombudsman, working on the information provided was of the view that the correct credits had been provided but there may have been confusion. SP was required to provide a statement showing all transactions on the account dating back to when the dispute started and demonstrating how the final figure was arrived at. It had in attempting to resolve this matter offered a 50% reduction on the bill which had been refused. SP was required to repeat this offer.

C was reminded that further supporting documents could be provided as further representations and was advised as to what would be appropriate.

36.3

C agreed a combined TV, telephone and broadband service from the SP as part of a discounted package. However, due to technical problems outside of the SP's control it was unable to provide the requested telephone service, and this meant that the SP applied its normal pricing policy for the two remaining packages. C was unhappy with this highlighting that the SP's two packages alone cost more than the agreed three service package. T maintained that charges as being correct, with C complaining about poor customer service.

The Ombudsman concluded it was unfair to expect the SP to now provide the two services for a discounted price, as this was not part of its normal pricing policy. However, she concluded in the circumstances that it would be equally unfair for the SP to apply normal pricing policy for the services previously provided. Therefore she required the SP to send a letter of apology, credit the current outstanding balance as a goodwill gesture, and in full consideration of any billing and customer service issues. She then required the SP to provide written advice on how C could now cancel the SP's services if required. However, the Ombudsman advised C that any cancellation request must be provided in writing giving adequate notice, and that the SP's normal pricing policy would now be applied for the two remaining services.