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2.0 Billing

2.1

C received a bill from SP that was larger than usual. C queried this with SP and eventually found out SP had billed C for charges incurred three months earlier that had not been billed on the previous bill. C was unhappy with SP's decision to do this and complained. However, C did not feel that SP's answers were satisfactory.

The investigation found that SP had experienced a generic error which meant some customers had not been charged on their previous bill for some calls that had been made. There was no dispute for the validity of the call charges. However, although it was evident that SP had since explained this to C, the investigation also found that C had received several shortfalls in customer service from SP in relation to its response to the complaint. On this basis, it was proposed for SP to apply a goodwill credit to C's account and also provide C with a sincere apology.

2.2

C requested cancellation of C's mobile phone contract with SP and received oral notification of how long was left. C then cancelled C's Direct Debit but SP then suspended the service and also continued to bill C. C complained to SP and it acknowledged further incorrect charges had been added, but maintained the remaining balance was due for payment. However, despite C then making payment of this, SP continued to chase C for payment, and also referred the matter to a Debt Recovery Agency.

The investigation considered that the information C received from SP about the cancellation date was not specific and could have been mis-interpreted, but it was clear, from the information provided, when the contract was due to end. The investigation welcomed SP's admissions and actions taken in relation to the incorrect charges applied. However, it was also clear that despite having received payment of the full outstanding balance, it failed to update its system and continued to chase C for payment and refer the matter to a Debt Recovery Agency. It was clear that C had received a shortfall in customer service from SP in this instance and, therefore, it was proposed for SP to confirm to C the full closure of the account with a zero balance, provide C with a goodwill payment and apology, and also ensure that C received no further demands for payment and that C's credit file had no information had been passed to C's credit file as a result.

2.3

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

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

2.4

C complained that SP maintained billing C after previous complaint was resolved and a refund paid in settlement. SP investigated and found the debt was due.

The Ombudsman concurred with SP; the debt was payable as C had had two indemnity claims paid by C's bank. However, it was recognised that there had been a shortfall in customer service, as SP had not responded to C's letters, for which an apology and a goodwill gesture will be required.

3.0 Broadband

3.1

C was due to move home and pre-ordered the transfer of the telephone number and broadband. However, when C moved in to the new property, the broadband service did not work. SP arranged for some engineer visits and it was eventually established that there was a problem with the length of the line from the exchange and additional work was required. After a delay, C was contacted to the service, but complained about the delay and the stress and inconvenience caused.

The Ombudsman concluded that there was some evidence that there was a shortfall in customer service and required SP to apply a goodwill credit to C's account. SP was also required to refund any broadband charges before the service was connected and send C a letter of apology for the delay.

3.2

C experienced a loss of service and made a claim for compensation from SP. SP accepted the loss but stated that it did not offer compensation for a loss of broadband.

It was concluded that SP did not offer compensation for a loss of broadband. It was found that the goodwill offer made by SP was reasonable in the circumstances. SP was required to maintain its goodwill gesture offer and send a letter of apology

3.3

C upgraded to a maximum broadband package after a line test was carried out and C was advised that a certain connection speed would be achieved. This speed was never achieved and a complaint made by C was not followed up. It was found that this was poor customer service and that SP's failure to keep C informed was not only poor customer service but caused frustration and added expense when C had to chase the issue. It was accepted that the broadband service cannot be guaranteed but it was felt that customers should be able to rely on advice given by advisors.

SP was required to contact C to indicate whether or not the service would be able to achieve the promised broadband connection speed on a regular basis and also to explain the situation to C, if SP was not able to provide the promised broadband speed it was to allow C to cancel the contract without any penalty fee being charged. This cancellation was to be offered on the basis that it could be taken up at C's convenience, provide a letter of apology in respect of the poor customer service experienced in this case and provide a goodwill gesture credit to C's account.

Further, it was recommended that SP should provide training to its advisors in respect of the need and value of keeping customers informed of progress in relation to any complaint that was ongoing.

3.4

C had understood that free broadband would be part of a package from SP. When SP explained that free broadband was not yet available in C's area, C asked SP to provide it free at its cost until it was available. C had initially offered a discounted rate until free broadband was available and had applied goodwill credits to C's accounts. C claimed to have switched to SP only for the free broadband service and, as resolution, wanted SP to provide that.

The Ombudsman found that, although C had expected to receive free broadband that had not been the only reason for the switch. As resolution, therefore, the Ombudsman required SP to provide broadband at the discounted rate initially offered until the free package became available.

3.5

C complained that there had been a delay in SP activating C's broadband service. C also complained that SP had never resolved a fault C had subsequently experienced. SP argued that it was not responsible for the initial delay in providing broadband, but did accept that it had not investigated the fault C had reported.

The Ombudsman decided that SP had contributed to the initial delay. It was also concluded that SP's failure to assist C with the fault constituted extremely poor customer service. SP was required to refund the amounts C had been charged for broadband during the period of time C was without the service, pay an additional amount as a goodwill gesture to recognise the inconvenience caused and release C from the contract without penalty.

3.6

C transferred to SP for its broadband service but then experienced ongoing connection problems. C made many calls to SP and also sent complaint letter and although some engineer visits were arranged, the problem continued.

The investigation was disappointed with the level of information SP had provided. It was unclear exactly what maybe causing the problem but it was apparent that C had been unable to benefit from the service to date. It was also clear that C had received shortfalls in customer service from SP. Therefore, it was proposed for SP to arrange a further engineer visit, at no cost to C, with a view to resolving the connection issue. If C was then unable to sustain a reasonable connection, SP was to allow C to be released from the contract without penalty. In addition, SP was also to provide C with a credit for any broadband service charges incurred to date as well as a sincere apology.

3.7

C agreed to SP's broadband service but following the activation date, C was unable for several months. C complained to SP about this and made contact, but to no avail. Eventually, when the service was fully activated, C then experienced a further prolonged loss of service. C complained to SP for the additional expenses incurred as a result but although SP did apply a small goodwill credit to the account, C remained unhappy.

From the evidence provided for investigation, it was clear that C had experienced a prolonged loss of service through no fault of C's, despite having paid for the service during that time. In this instance, it was considered that the prolonged loss of service was a shortfall in customer service which will have undoubtedly caused C added expense and inconvenience. Other elements of poor customer service were also found. Therefore, taking into consideration the credit already applied, it was proposed for SP to provide C with a further goodwill payment and also a sincere apology for the shortfalls in customer service.

3.8

C was with SP for broadband and paid a monthly subscription. C was advised that within a few months the local exchange would be upgraded and C would be able to have a cheaper package. However this did not happen till some months later. C sent letters of complaint which were not answered.

SP advised C was upgraded as soon as the migration allowed SP to do so. The Ombudsman required SP to apologise for shortfalls in customer service and awarded a goodwill gesture for this and the misunderstanding surrounding the package C had been offered.

3.9

C agreed to a trial period of a broadband service. C decided to cancel the service and contacted SP to receive a refund. SP accepted a delay in provisioning a refund and offered its apologies. It was found that C had experienced undue delays and a poor level of service.

SP was required to confirm that the broadband account is closed with a zero balance, make a goodwill gesture payment, by cheque, for expenses incurred and goodwill and send a letter of apology for the service shortfalls highlighted in the report.

3.10

SP failed to provision the broadband service for approximately eight months. During that period C incurred costs and suffered inconvenience when seeking resolution to the complaint. The Ombudsman concludes SP failed to administer or provide an adequate level of service. In summary the Ombudsman requires SP to make a goodwill gesture in addition to not raising a connection fee and to issue a formal letter of apology.

Keywords BB activation, CS, request not actioned, delay, Compensation

3.11

C experienced a broadband fault and complained to the SP. The SP stated that C did not have broadband with it and referred C to their provider. The SP fixed the fault at the local exchange. C experienced a poor level of customer service. The SP made a goodwill offer which C declined.

The Ombudsman considered that the SP had responded to C's fault in a reasonable manner, especially as broadband was not with the SP. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman considered the SP's offer to be generous. The SP was required to fulfill its goodwill offer and write a letter of apology.

3.12

C contacted SP as a broadband service was intermittent. C added that a poor reply was received from SP. SP acknowledged the broadband loss and offered a credit.

It was concluded that C had been inconvenienced for an unacceptable period of time with regards to the intermittent broadband service. C was also not shown a level of service normally expected from SP when attempting to resolve the complaint and also to cancel the agreement. SP should cancel C's service agreement without penalty, and confirm this in writing, clear all broadband charges for the disputed period, offer goodwill credit of against any outstanding charges or if the account is clear to send this to C by cheque, remove any marker from her line to enable her to approach another service provider and send a letter of apology

3.13

C complained that SP had misled C into signing up for SP's telephone services by assuring C that C's broadband service (supplied by another provider) would work on the line it was going to provide. The broadband service did not work on the new line, so C transferred to another provider. SP therefore charged a termination fee. C did not feel C should pay this amount because of the misleading information given. SP disputed misleading C and said that C should have checked with C's broadband provider.

The Ombudsman listened to a recording of the sales call. It was confirmed that SP had told C that the broadband service would work on SP's line, and the guarantees given were unequivocal. SP was therefore required remove the termination fee and remaining balance from C's account as a goodwill gesture.

3.14

C complained of broadband problems with SP. C requested a refund of the account credit and confirmation that the account was closed with a zero balance. SP advised that C had not allowed it to troubleshoot to determine what the problem was. SP said that C was not entitled to a rental refund but as goodwill it had credited the account.

The Ombudsman said that the evidence provided showed that C had not allowed SP to complete diagnostic tests in order for it to try and establish where the fault was. The Ombudsman confirmed that the onus was on C to comply with these tests. As C failed to do so then the Ombudsman could find no justifiable reason why SP should refund C. SP's goodwill was therefore viewed as very reasonable in the circumstances. SP was required to ensure that C receives a refund and to also send a letter confirming that the account was closed.

3.15

C's business' broadband service developed a fault. It took SP several days to resolve it. C felt that SP should have resolved the problem sooner and wanted SP to compensate C for business losses suffered as a result of the fault. SP pointed out that its Terms and Conditions specifically stated it would not cover such losses. It made an offer to C as a goodwill gesture, but C declined it.

The Ombudsman was of the opinion that although the fault could have been resolved sooner, SP's Terms and Conditions made it clear that it did not guarantee a fault free service and did not compensate companies for business losses sustained. SP's offer was considered reasonable and SP was required to pay it to C.

3.16

SP delayed in providing broadband as the previous SP had left a marker on the line. Further delays were attributable to the SP due to a system error. SP acknowledged this with a goodwill gesture. SP failed to reply to all of C's correspondence. The

Ombudsman considers this a shortfall in customer service and requires a formal letter of apology.

3.17

C signed up for SP's telephone and broadband services. There was an intermittent problem with the broadband service. C also experienced a problem with the telephone service, and was unable to use it for a month. C wanted compensation. SP made an offer to C as a gesture of goodwill. C did not feel it was adequate.

The Ombudsman was of the opinion that although C had undoubtedly experienced problems, SP's offer was reasonable. SP had already added the amount to the account, and so no further payment was required. SP had also offered to allow C to cancel C's contract without penalty. SP was required to confirm this offer in writing.

3.18

C subscribed to several of SP's services. SP was unable to supply broadband to C, and left C without this service for several weeks. SP agreed to refund all broadband charges. However, as C could not receive broadband, C wanted to cancel the entire package. C asked SP to cancel C's contract. SP ignored the request for several months. SP did eventually cancel the remaining services but charged C a cancellation fee.

The Ombudsman was of the opinion that in view of the problems C had experienced with broadband, C should be entitled to cancel the package C signed up for without penalty. SP was required to backdate the cancellation of the contract to the date C had requested make a further payment to C to recognise that SP had caused C inconvenience as a result of not being able to supply broadband.

3.19

C asked SP to provide a broadband service but the order was cancelled due to system anomalies. This happened on several occasions and C is still without a service. C wrote to SP in accordance with its complaints procedure but SP failed to respond.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. The Ombudsman required SP to nominate an experienced member of staff to work with C to try and find a resolution. The Ombudsman also required the SP to apologise and credit C's account as a goodwill gesture.

3.20

C agreed to SP's broadband service but upon the go live date, C was unable to connect and, therefore, contacted SP for assistance. C was referred to the Technical Support team on a chargeable number and eventually, some days later, C conformed C was able

to connect. However, C then experienced a further technical issue and again contacted SP's Technical Support. However, despite this issue also having been resolved, C then requested cancellation of the service, and SP advised C of the applicable termination fee.

It was clear to the investigation that C had experienced a loss of broadband service for just over a week, but it was also evident that SP had placed a credit to the account equivalent to one month's broadband charges, as well as a further goodwill credit. This was considered to be fair and reasonable. The investigation was also satisfied that SP's Technical Support provided C with the necessary help and advice in order to effectively trouble-shoot the issues. No consideration was given to C's charges for those calls, and it was also considered that a termination fee would be applicable in this instance. In terms of the level of customer service provided, it was clear that SP had responded to C's formal complaints but it was noted that C had not confirmed the full credit it had applied, which appeared to be the sole reason for the complaint and C wishing to leave. Nevertheless, the credits already applied were considered to be fair and reasonable and, therefore, it was proposed for SP to provide C with an apology for not confirming the full extent of the credit that had been applied to the account initially, as if it had done so, the whole complaint could have been avoided.

3.21

C complained that broadband was delayed. C complained that after numerous calls to SP's technical support the problem with broadband VOIP has not been resolved. SP said that it had cooperated with C but C had refused technical assistance at times. SP said it offered a generous goodwill payment which C accepted.

The Ombudsman said that the onus was on C to cooperate with SP's technical support staff. There was evidence to show that C had not done this. The Ombudsman said that the goodwill offered by SP and accepted by C was a reasonable award in recognition of any connection problems. SP was required to contact C to assist with any further connection problems. C was advised to cooperate with SP.

3.22

C agreed to receive a telephone and broadband service from the SP, but subsequently called within the cooling off period to cancel the order. The telephone service was cancelled as requested, but the SP then failed to cancel the broadband order, leading to this becoming live. From the information received it appeared that the SP tried to cancel the full order, but due to an unknown system fault the cancellation requested was rejected. C complained at length and there was a slight delay before the SP managed to cancel the service. C then requested compensation for the problems experienced and costs incurred, but the SP failed to respond to a number of letters and call back requests.

It was concluded that C had experienced some delays with the cancellation of the order, and received a poor level of customer service when attempting to resolve this matter. However, many of C's outlined costs appeared inappropriate or unwarranted. Therefore,

the SP was required to send a letter of apology and make a reduced payment as a gesture of goodwill.

3.23

C ordered free broadband but eight months later it was still not working. C would like the broadband to work, monies back for the rental paid to her current SP for broadband and compensation for time spent on the complaint. SP advises it has already credited C's account with a goodwill gesture due to the problems encountered. In addition it advises it has escalated the order to get the service working.

The Ombudsman found that SP had not proactively taken ownership of C complaint which had added to the delay in providing the service. SP was required to apologise for the shortfalls in customer service C had experienced and a further goodwill gesture was awarded in recognition of this.

3.24

C experienced broadband connection problems and also complains of poor customer service. SP advises C contacted it on a number of occasions but does not comment on the service C has received.

The Ombudsman found shortfalls in the customer service C had received and required SP to apologise and award a goodwill gesture in recognition of this. C has since cancelled the service.

3.25

C experienced a loss of telephony service which also caused a broadband service to become intermittent. SP offered a goodwill gesture credit to reflect the loss.

It was concluded that C had been inconvenienced with regards to a loss of a telephony service, an intermittent broadband service, lack of engineer call outs actioned as promised and with a poor reply to the contacts made to the company. SP was required to offer a further goodwill gesture payment of, by cheque to C for the service shortfalls experienced, send a written reply to the points made in the letter sent to SP and send a letter of apology

5.0 Cancellation

5.1

C claimed SP did not fulfill its contract. SP stated that C breached the contract and offered to reduce the termination fee charges to 50%. The Ombudsman found that C did

not fulfill the contract with SP as the contract was cancelled before the minimum duration of the contract. Furthermore, there was no justification in C canceling as the charges levied by SP were correct. The Ombudsman required SP to provide C its proposed offer of a 50% reduction in termination fee charges.

5.2

C gave SP notice to cancel the account. Despite C's contacts SP did not cancel the account in time. The account was later backdated by SP following further contacts from C. C complained as SP did not cancel the second account. SP maintained charges on the second account. The Ombudsman found that C received poor customer service levels from SP as SP did not take ownership of C's complaint. The Ombudsman required SP to provide C an apology for poor service, backdate the cancellation two accounts, recall one account = from the Debt Collection Agency, provide assurance that both accounts had now been fully closed displaying nil balance; and to provide C with assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

It was recommended that SP improved interdepartmental communications between its Correspondence Department and other offices as this case suggested that the Correspondence Department did not respond to C's on occasions due to it receiving no correspondence. It was further recommended to SP that it provided its staff with adequate training to ensure that systems were checked to see whether correspondence has been received from the customer.

5.3

C was a small business and asked SP to transfer telephone and broadband to new premises. SP cancelled the broadband service in error. C was without broadband for 16 days. C claimed compensation for business loss and inconvenience. SP made a goodwill offer which C rejected and C complained to Otelo.

SP excluded any liability for business loss and C did not provide any evidence of actual loss incurred. The Ombudsman considered that SP had made a reasonable offer to C and that its offer should be maintained.

5.4

C, a company, notified SP of the cancellation of a service and gave due notice. SP did not act on the cancellation notice and this became apparent when further charges were claimed from C's credit card. When this was challenged SP failed to provide any meaningful response and later blocked C's access to other services that were unconnected and had been paid for. No justification for this action could be seen.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this case (which included the failure to cancel the service when requested, an ongoing failure to respond and/or act upon correspondence and the blocking of unconnected services), to allow immediate access to those services which were still contracted for, to treat the cancelled account as having been cancelled in accordance with the notice provided and to confirm this cancellation in writing. SP was also required to provide a goodwill gesture, to reflect the poor customer service experienced.

5.5

C complained to the SP about cancellation charge applied when moving service to a new property. Clearly this was in contradiction to the advice C received prior to the move, with the SP providing assurances that the charge would be cancelled. This failed to happen in error, with the full amount being taken by Direct Debit. A successful indemnity claim was made, but this was followed by a further charge being raised. C requested cancellation of the account, but the SP stated this would involve a termination fee, in line with Terms and Conditions.

It was concluded that the SP had failed to take the necessary corrective action when C moved property, and that its advisors failed to provide an adequate level of customer service. Therefore, the SP was required to send a letter of apology, cancel the account from the date of suspension without penalty. It was also required to make a goodwill credit to the account and provide a final bill. If this resulted in a credit balance, then this was to be refunded.

5.6

C placed an order over the phone for a mobile phone contract but called the next day to cancel it. SP advised C that C was unable to cancel and sent billing to C. C did not use the service, refused to pay the billing and continually asked SP to cancel the contract. SP refused to do this so C complained to the Ombudsman.

In its response to the complaint SP told the Ombudsman that it accepted it has mis-applied The Consumer Protection (Distance Selling) Regulations and C should have been able to cancel the contract. The Ombudsman directed that this be done. The Ombudsman also commented that C had been inconvenienced by the actions of SP and in recognition of this, felt it appropriate that SP make a goodwill gesture to C and send C a letter of apology.

7.0 Credit Control

7.1

C complained that SP had registered a default on C's credit file for an amount SP had never sent any bills or reminders for. C wanted the default to be removed. SP claimed that C had been sent notification of the amount owed and C had simply failed to pay it.

The Ombudsman tried to find evidence that SP had sent notification of the debt to C but could not, because SP was unable to access C's account as it had been removed. In view of this lack of evidence, SP was required to remove the credit defaults.

8.0 Customer Service

8.1

C complained about SP running a wire across C's yard. SP explained that it had legal powers to do this. The Ombudsman advised the customer that the wiring issue was outside Ombudsman's Terms of Reference and therefore looked at the complaint from a customer services level. The Ombudsman was of the opinion that C received a shortfall in customer service levels and for that required SP to provide an apology for poor service and a goodwill payment.

8.2

C received a visit from SP's representative regarding the renewal of C's adverts in its directory. C was unsure due to an error the previous year, but agreed with the representative to place new adverts, but with C's own artwork. C was provided with the email address to send this information but C received no response. C complained but by this point, found that a deadline had been passed and C's own artwork had not been submitted. Therefore, the adverts were incorrect and C found they were the same as the previous year, and erroneous. SP offered to reduce the fee of the advert by half but C declined this offer.

No copy of the signed contract was provided for investigation and it was clear that the artwork had been delayed through no fault of C's. This was due to an internal delay by SP. The investigation considered that C would not have agreed to the new adverts if they were to be the same as the erroneous previous ones. Consideration was given to the fact that C still would have benefited from the adverts, but it was also clear that C had received other shortfalls in customer service from SP too. Therefore, it was proposed for SP to provide C with a larger reduction of all three adverts, as well as provide C with an apology.

8.3

C cancelled a broadband account with SP but SP left a tag on the line. Due to a system fault there was a delay in clearing the tag from C's line. This was accepted as poor customer service. C had asked for compensation as a building contract had been lost due to c not having broadband. This was not considered as the broadband contracted

for was a residential service therefore consideration was not given to any commercial loss.

SP was required to provide a letter of apology and a small goodwill gesture to reflect the poor customer service provided to C.

8.4

SP called C and offered telephone service. C said C was interested but would like to see information pack before deciding. SP then switched C over to SP's service without consent and billed C. C cancelled immediately and went back to original Service Provider but SP kept billing C.

SP has not provided the Ombudsman with any information about this case.

The Ombudsman required that the SP clear and close the account and make a written apology to C for transferring C's service without permission.

12.0 Disputed Charges

12.1

C took out a new broadband package with SP. There was a significant delay with the provision of broadband and the service is still not working. C says that SP promised to pay for an engineering charge which C had paid.

SP has stated that it has arranged a technical call-back to assist C in connection. It has credited three months charges and a goodwill sum for cost of telephone calls made to it by C. SP says that C has not provided an invoice for engineering charge.

The Ombudsman required that the SP provide C with a point of contact to monitor the account until broadband is connected. The Ombudsman required that SP should pay engineering charge once C has produced a valid invoice.

12.2

C arranged for the switchover to another service provider. A Migration Authority Code was requested but as SP did not provide these having not agreed to the voluntary arrangement entered by some SP's. This led to the cancellation of services and when restored it was found that SP had left a marker on the line. This was considered poor customer service. C was entered into a new contract with SP and this was disputed. Given the situation and history it was felt that C had not intended to do this and was not made aware that a new contract was being taken. This led to C disputing call charges presented by SP. No support was given to show that another provider had carried calls and therefore the charges were upheld. SP went on to cancel the account.

SP was required to provide a goodwill gesture in respect of the inconvenience caused by its poor customer service, provide an up to date account, showing the goodwill gesture in the form of a credit on the account and if any cancellation fee was added to C's account when it was cancelled this was to be deducted from the outstanding account and SP was to provide a letter of apology in respect of the poor customer service experienced in this case.

No reason could be seen for C not settling the up to date account.

12.3

C agreed to a fixed price for a package of services from SP. However C then received two bills showing different account numbers and charges for a broadband service C believed was free of charge. C complained to SP about this and while SP did respond to C's initial query it failed to properly explain the situation. This caused C to believe that the charging was wrong and C sent further letters of complaint, but these went unanswered. C complained to the Ombudsman.

The Ombudsman inspected billing SP provided in response to the complaint which satisfied her that C was being charged at the price C had agreed at the point of sale. The Ombudsman felt that the confusion had arisen because SP had sent C two separate bills for each of the services.

The Ombudsman commented that there had been a shortfall in customer service as SP had not fully explained the situation to C and had failed to answer all of the letters C had sent. This caused inconvenience to C, and the Ombudsman directed SP to make a goodwill gesture in recognition of it.

12.4

C received a bill which was accepted as being excessive for the account. SP accepted that it had made an overcharge and collected that amount by Direct Debit. A refund was requested of the over charge. A number of attempts were made to refund the over charge by Direct Debit but these failed. This was viewed as poor customer service. Since this problem had occurred C had continued to use services which attracted further charges that had been deducted from the credit balance on the account. This meant that if the full amount was refunded SP would immediately withdraw these charges from C's bank account by Direct Debit.

SP was required to prepare and deliver a full account in respect of C's account showing all payments and collections since the problem came about and refund the balance in the form of a cheque, provide a goodwill gesture, in the form of a cheque (or incorporated in the refund cheque) and provide a letter of apology in respect of the poor customer service experienced in this matter.

12.5

C enquired about the cost of a certain type of call and was quoted for a different type. This resulted in extra expenditure for C. This was considered poor customer service. C also complained that SP notified that it was to terminate its service to C but did not provide a closing statement and continued to charge after the account was closed. It was found that C had been notified that the service was to end and therefore C should have followed matters up. It was accepted by SP that payment was collected after the account was closed due to there being a fault on the system.

SP was required to calculate the difference in call charges to 0870 numbers dialled from the figures quoted. This difference was to be refunded; it was also required to provide a final statement showing the final balance when the account was closed and also accounting for any monies collected after the close to the account; refund any monies collected after the account was finally balanced and provide a goodwill gesture for the poor customer service experienced.

12.6

C was contacted by SP and signed up for a package on the basis of the sales call. C then considered they were being charged for calls that should have been included in the package. SP disputed this. C transferred their service to another SP but the transfer was not wholly successful as a result of poor customer service. SP cancelled all charges on the account.

The Ombudsman considered C had not been misled to the extent claimed. However and recognised there were elements of poor customer service and required SP to provide a small goodwill gesture and a letter of apology

12.7

C's phone was barred due to abnormally high usage. C received a bill for over £2000. C denied using the services and SP investigated. SP maintained the charges and issued a deadlock letter on receipt of further complaints from C.

The Ombudsman was satisfied that SP was entitled to payment for the charges. However, the Ombudsman was concerned that the phone was not barred until charges in excess of £2000 had been reached. SP had also failed to respond to C's initial complaint. The Ombudsman therefore required SP to provide a goodwill credit in recognition of the shortfall in customer service.

12.8

C claimed the SP had mis-sold the contract and the domain should have been free. C also says SP overcharged for the service and assured it would provide a refund. SP cancelled C's membership payment and charged full price for its web subscription

charges. SP failed to effectively manage this account and provide an adequate level of customer service on this account.

In summary the Ombudsman required SP to provide a full refund all charges relating to the web space, web subscription charges and domain charges from the account; contact C to reinstate or set up a renewed membership that had been cancelled by the company, that includes free web subscription charges; contact C to resolve any outstanding technical issues; make a goodwill gesture in recognition of the customer service issues raised, costs and inconvenience experienced; and to issue a formal letter of apology.

12.9

C complained that the SP advised them that a termination fee was not applicable. C transferred to a new service provider, but the SP then started sending payment requests for a penalty fee. C complained that this contravened the advice given. The SP stated that there was no call from C and that the Terms and Conditions stated a fee would be due. It also stated that C was responsible to read them.

The Ombudsman considered that there was a doubt over whether there was a call made by C, but that C would have acted upon advice given by an advisor. The SP was required to reduce the early termination fee as a goodwill gesture and ensure no adverse credit information is passed to any Credit Reference agencies.

12.10

C ordered call package and broadband from SP. C called to alter the call package to one which did not include broadband prior to the broadband service commencing. C was then charged for broadband. C complained and SP credited the broadband payment to C's telephone account. However SP then added the amount back onto the broadband account and continued to charge for broadband. C wrote to complain on a number of occasions but did not receive any reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided. SP had failed to respond to letters, had failed to refund the overpayments, and failed to advise C of its actions.

The Ombudsman therefore required SP to provide a goodwill payment and to send a written apology together with confirmation that the accounts were closed and the balances cleared with no adverse credit history in relation to this matter.

12.11

C signed up to SP's telephone service and broadband package. On receipt of the first bill C complained about the charges for daytime calls. SP maintained the charges. C claimed to have been misled at the point of sale and complained to Otelo.

The Ombudsman considered that C had been informed that the package included free evening and weekend calls on a number of occasions and should have expected to pay for the daytime calls. SP had made a generous offer of credit which the Ombudsman required SP to maintain.

12.12

C complained that SP charged incorrectly for a service they did not have. C complained but SP did not fully respond to the points C raised. SP later investigated and found charging anomalies, which it apologised for and applied a goodwill gesture. C then found another problem but complained SP did not offer any compensation. C then made a request for personal data to SP but it failed to provide it.

The Ombudsman considered there had been poor customer service for C after the initial complaint and that the information C requested should have been provided. SP was required to apologise for the shortfall in customer service, applying a goodwill gesture and provide the necessary documents under Section seven of the Data Protection Act 1998, as soon as possible.

12.13

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

The Ombudsman requires SP to
KEYWORDS disputed charges mobile PRS, CS

12.14

C took out a new package with SP. C said that package was for call plan, line rental and broadband. SP said they had no record of C requesting broadband and the package was just for line rental and calls.

C supplied satisfactory evidence that they had requested broadband.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that C would not be liable for debt collection charges and credit rating of C would remain unaffected.

12.15

C incurred charges on a bill that claims were not made and disputes the liability to pay them. SP barred the account on numerous occasions despite being in dispute. The Ombudsman considers there has been a shortfall in customer service demonstrated on this case. The Ombudsman found C made the calls and required SP to refund the charges.

In summary the Ombudsman requires SP to make a goodwill credit to the account equivalent the disputed charges; and to issue a formal letter of apology for the customer service issues.

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12.16

Case Summary

C took out a package of telephony and broadband. C says was advised by SP that broadband service was free. SP charged for the broadband service. SP said that customer had been advised of charges.

The Ombudsman investigated and found that the SP had charged correctly but customer had experienced a shortfall in customer service. The Ombudsman required the SP to apologise and apply a goodwill credit and considered that the charges brought were fair.

12.17

C cancelled the account and received additional charges after cancellation. SP stated that the charges were correctly raised and the result of a PAC not being utilised after being requested by C. As a goodwill gesture SP agreed to clear the charges and offered a further goodwill.

SP was required to clear C's outstanding balance to nil, offer a goodwill gesture payment of by cheque as initially promised, ensure that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology for the service shortfalls highlighted.

12.18

C requested services from SP and was unhappy when billing showed additional charges C claimed C was unaware of. C complained to SP about the charges. SP explained that they formed part of the Terms and Condition between the parties and although they were valid, C was prepared to credit previous charges. C received further billing and withheld payment of further additional charges. SP applied a late payment fee to the account so C transferred service to another provider. SP then applied an early termination fee to the account. C disputed this and complained to the Ombudsman.

From the Terms and Conditions of the Agreement between the parties, the Ombudsman came to the conclusion that SP had done nothing wrong in applying the additional charges and the early cancellation fee to the account for mid-term cancellation. C was responsible for these charges which the Ombudsman noted C had subsequently paid.

However, the Ombudsman noted that once all the charges had been paid there was credit on the account. In her opinion C was entitled to a refund of this credit and directed SP to provide it.

12.19

C took out a contract with SP and requested a very low credit limit. However, this was automatically raised by the system and C received a much larger bill. C complained to SP by telephone, in writing and by email, but SP maintained the charges as the credit limit could not be guaranteed, as stated in its Terms and Conditions of contract.

The Ombudsman concluded that C had been charged correctly, but SP should have fixed the credit limit when first requested. Although this would not have guaranteed that C would not have incurred a large bill, it was considered poor customer service. Therefore, SP was required to apply a goodwill credit to C's account and send C a revised bill for payment. Once C cleared the balance owing, SP was required to reactivate the account and send C confirmation that the credit file had been amended.

12.20

C made a payment to SP, but the advisor did not clear the account as requested and this left a balance owing. This caused the accounts to be suspended for non payment. C complained to SP and SP agreed to apply a credit to clear the account. However, C remained dissatisfied and cancelled the contracts with SP. SP sent C final bills which included early termination fees, but C complained that these charges should not apply and wrote to SP. SP made C an offer to reduce the amount owed, but this was rejected.

The Ombudsman concluded that C was aware that early termination fees would be applied to the accounts. Therefore, SP's offer was considered to be fair and reasonable and it was suggested that C accept it. SP was required to send C a letter of apology, as it was clear that there had been some poor customer care by SP.

12.21

C disputed mobile calls charged by SP. C sent a letter of complaint but remained dissatisfied that SP maintained the disputed calls as correct. SP said that there was no evidence of a fault as other calls had been made around the same time as the disputed calls. SP said it had also checked C's other account and this showed several of the disputed mobile numbers being dialled.

The Ombudsman said that based on the evidence provided that the calls had been made by C. Therefore C remained liable to pay SP. The Ombudsman also found no

evidence of poor customer service. The Ombudsman required no further action from SP and advised C to make payment as soon as possible.

12.22

C complained that SP failed to find faults when they were reported and levied a charge when an engineer failed to meet an appointment. SP stated C had experienced the reported faults for many years, but it could find no trace of a fault.

The Ombudsman considered on the balance of probabilities that the problem lay with C's telephone or internal wiring that SP is not responsible, for like extension leads. There was also no evidence of any shortfall in customer service from SP or grounds to recommend further financial redress for C. SP was only required to allow C to close the account without a termination fee.

14.0 Faults (Equipment)

14.1

C asked SP to move the telephone system and lines on a specified date which was agreed. The move did not go ahead on the specified date, but later. C claimed compensation for loss of business. SP offered to credit for the half of the installation charges. This was refused by C.

The Ombudsman appreciated that SP's terms and conditions excluded business loss, but accepted that the delay caused an impact on C's business. Furthermore, there was evidence that indicated that when SP went the order to BT Wholesale full instructions were not given for the proposed move. When the BT Wholesale engineer arrived at C's premises it was discovered that instructions were only to carry out an installation as opposed to moving the lines. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide its previous credit which was half of the installation charges as a goodwill gesture and to ensure C was not charged for any period where there was a total loss of service for each line.

15.0 Faults (Line)

15.1

C joined SP and initially all telephone services worked without any problem. However, when the service was upgraded at the exchange, C had only faults and problems for several months. The faults were finally fixed, but C had suffered a lot of expense,

wasted time and inconvenience and wrote to SP twice to complain. However, SP failed to respond in writing to C's letters.

The Ombudsman concluded that C had received a very poor customer service from SP and required SP to apply a total goodwill credit to C's account and send C a letter of apology. C stated that SP had caused other costs and SP was required to refund the costs, if C could provide the necessary evidence.

15.2

C was experiencing intermittent faults over C's line which was also affecting C's mother-in-law. C reported these to SP and although actions were taken on each occasions, problems still remained. C was unhappy with this and also that C's mother-in-law was in a vulnerable position.

The investigation found that although SP was outside of its own commitment time on occasions, it had always applied the appropriate credit to the accounts in lieu of this. When it transpired the fault was intermittent, SP then took extensive network action to try and resolve the matter. In addition, it was clear that SP had also provided C and C's mother-in-law with credits, goodwill credits, vouchers, flowers and wine and also apologies direct from its Chief Executive. Although the inconvenience caused could not be measured, the investigation was satisfied that BT had taken all attempts to try and address the intermittent problem and also provided both complainants with fair and reasonable recompense for this. On this basis, no further action was proposed.

15.3

C complained to the SP about a line fault which the SP investigated and concluded was due to C's equipment. A dispute began and there was a considerable delay before the SP acknowledged it was at fault. A complaint was then received by the SP's press office, resulting in a daily rate credit being applied to C's account and a further goodwill offer being made. The SP stated these offers were being refused by C.

After reviewing this matter it was concluded there were inconsistencies with the information provided by the SP. The information provided by the SP suggested it was not at fault, although an email from its press office clearly showed it was. It was also concluded that the offers made by the SP may not have been made to C, but on review these appeared appropriate in full consideration of the problems experienced.

The SP was required to send a letter of apology, and ensure the compensatory payments had been made in line with its Terms and Conditions. The SP was required to provide written confirmation of these calculations and maintain a further goodwill offer.

C also complained that there was a current restriction on their line, but it was unclear if this was correctly applied for non-payment of the account. Therefore the SP was also required to review the current line restriction and ensure it was reconnected at no cost, if further examination showed the restriction had been applied in error.

15.4

C contacted SP to cancel a broadband order, but stated that SP cancelled the telephone service in error as well. C complained to SP and the company made C an offer to resolve the complaint, but this was refused.

The Ombudsman concluded that there may have been a misunderstanding in this case and therefore C had suffered some inconvenience due to the loss of the telephone service. However, SP's offer was considered to be generous in this case and awarded the same amount.

18.0 Information Disclosure

18.1

SP undertook a credit check, but C later complained that C had only requested information from SP and wanted the credit file amended. SP informed C that this was not the procedure, as stated in its Terms and Conditions, as full applications had been completed.

The Ombudsman concluded that SP had acted correctly and SP was not required to amend C's credit file. However, SP had failed to deal adequately with C's correspondence and therefore SP was required to send C a small goodwill payment.

19.0 Installation

19.1

C ordered a package of services from SP but a broadband service that was part of the package was not provisioned. C called SP about this on many occasions but SP did not ascertain for some months that it was unable to provide the service and C should have been advised of this at the outset. C sent a letter of complaint to SP and asked for charges for the telephony services to be withdrawn, but C did not receive a reply to it.

SP explained to the Ombudsman that it accepted that there were shortfalls in customer service in the incorrect information C was given about the broadband and its failure to answer the letter of complaint C had sent. However, as a gesture of goodwill, SP told the Ombudsman that it was prepared to credit all the outstanding charges of the account and close it, in recognition of the inconvenience caused. The Ombudsman was satisfied that this action would provide C with the resolution C wanted to the complaint and directed SP to maintain it.

19.2

C requested a package of services from SP which included a broadband service. C experienced connectivity problems connecting to the broadband and made repeated requests for help from SP to overcome them. While SP did provide some support, C was unable to connect for four months and then experienced a further three months of intermittent service. C sent letters of complaint to SP but these went unanswered. C complained to the Ombudsman.

SP told the Ombudsman that it accepted there had been technical difficulties with the connection of C's service and in recognition of them it offered to make a goodwill gesture to C. The Ombudsman was pleased to see that SP had recognised shortfalls in customer service about the broadband connectivity issues, but felt that the gesture SP had offered should be increased to take into account the further shortfall in customer service in SP failing to respond to C's letters of complaint and directed that this be done.

19.3

C requested a package of services from SP but there was a delay in SP provisioning the broadband part of the package. C sent numerous letters about this to SP but these went unanswered and C remained without a service. C complained to the Ombudsman.

The Ombudsman commented that whilst an Internet Service Provider, was unable to guarantee a go live date for a broadband service, C had gone for many months without the service. The ombudsman directed SP to take steps to endeavour to overcome the broadband connection problem and to make direct with C to do this.

The Ombudsman noted that C had been considerably inconvenienced by not having a broadband connection and directed SP to send C a letter of apology and to make a goodwill gesture to C in recognition of this shortfall customer service and for a further shortfall by SP no providing C with a response to letters C sent about the problem.

22.0 Internet Connection

22.1

C took out a broadband package with SP. SP supplied the service but, several months later, C approached SP and said C had not been able to use broadband so wanted a refund.

SP maintained the contract and offered a goodwill payment to resolve the matter but C rejected this and wanted a full refund

The Ombudsman required that the SP make the goodwill payment that had been previously offered. The Ombudsman could see no reason why C should not be liable for the charges for broadband.

22.2

C took out a new package with SP for line rental, calls and free broadband. SP supplied the landline but there was a problem with the provision of broadband. C tried to contact SP but SP did not give an adequate response to the complaint.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It did not require SP to refund outstanding charges as C had benefited from landline service.

22.3

C experienced a problem receiving emails. Some emails were delayed and some were not received at all. C complained to SP. SP tried to resolve the problem but was unable to find the cause. C complained that the assistance SP provided was inadequate and that the company had ignored some of C's correspondence. In its submission to the Ombudsman, SP accepted that it had not investigated the problem as thoroughly as it should.

In recognition of this, the Ombudsman required SP to carry out an in-depth investigation to resolve the problem. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

24.0 Mis-selling

24.1

C alleged SP mis-sold the system. SP advised that C had signed the contract. The Ombudsman found there had been a shortfall in customer service levels. There was insufficient evidence of mis-selling. SP was required to provide C an apology for poor customer service levels and a goodwill payment.

24.2

SP asked C not to cancel the contract and provided a new deal. When C received the bills the new deal was not given. C also suffered a disruption in service as C cancelled with the other service provider due to SP offering a new deal. Despite C's contacts with SP the credits were not applied. It was disappointing to learn that SP failed to provide the Ombudsman's Office a copy of case-file details relating to C's account, despite two requests being made. On the balance of probabilities it was decided C received a shortfall in service levels from SP as no ownership had been taken.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment and to provide new deal at the agreed price.

24.3

C placed an order for a package of services from SP. C later received billing that showed charges were higher than C had previously paid to another SP. C claimed that the package of services had been mis-sold at the point of sale. C also complained that SP had failed to provide a broadband service and that a disconnection of a line service had resulted in C incurring additional costs for security and insurance at C's business premises. C wanted cancellation of the contract and compensation for the additional costs incurred by the line failure. C sent a letter to SP complaining about these issues and when SP did not provide a response to a promise to investigate, C complained to the Ombudsman.

The Ombudsman considered the documents signed by both parties and concluded that C had not been mis-sold the contract and in the event of early cancellation C would be responsible for any early termination fee that SP applied to the account. The Ombudsman also noted that C's line failure had come about as the result of non-payment of valid charges on the account. C was responsible for the charges and SP was not responsible for the further cost the line failure caused to C.

The Ombudsman concluded that although C was held to term there were shortfalls in customer service on the part of SP in that it delayed in completing an investigation into C's concerns and failed to respond in a timely fashion to a letter a Solicitor acting on behalf of C sent to it. The Ombudsman directed SP to make a goodwill gesture to C in respect of these shortfalls.

24.4

C claims SP took over the line without authority. The Ombudsman considers on the balance of evidence submitted that C placed the order for the call services in a combined package with the broadband service. There is no evidence of mis-selling on this account. The Ombudsman considers SP's failure to respond to C's correspondence a failure in customer service however is satisfied that the customer service issues have been addressed by the company.

In summary the Ombudsman requires SP to take no further action in respect of this complaint.

24.5

C agreed to an upgrade but SP failed to provide the handset. C agreed to a new upgrade but SP was unable to match the tariff and placed C on a more expensive tariff.

C returned the handset within seven days and cancelled. SP would not accept cancellation and returned the phone to C. C referred to SP's Terms and Conditions which allowed for the return of the handset and was asked to write in to cancel which C did and returned that handset again. SP failed to reply to C's letters but returned the handset back to C. C complained to Otelo.

The Ombudsman considered that C had cancelled under the distance Selling Regulations within seven days and that the airtime contract was cancellable as SP had placed C on a new tariff and a new minimum period but had not provided cancellation details in a durable form. The Ombudsman therefore required SP to accept the return of the handset and to credit all line rental charges from the date of the upgrade. The Ombudsman also required SP to provide a goodwill gesture to compensate C for expenses and inconvenience in recognition of the shortfall in customer service.

28.0 Payments

28.1

C said had sent cheque payment to SP. C said it appeared this had been lost and the service was terminated. C complained that seven letters were sent to SP but SP did not provide an explanation or resolve the problem. The letters of response continually asked C to call SP even though C had requested a written response. Sp confirmed that the cheque had not been received. SP said that C had agreed to a payment plan but had not kept to this anyway. SP said it had responded to C's letters.

The Ombudsman agreed that the service was correctly terminated as C failed to make payment on the agreed date. The Ombudsman concluded that the cheque was lost in the post but said that SP could not be accountable for that. The Ombudsman was however concerned with Sp's letters of response to C as these failed to resolve the problem and continually asked C to call SP when C had asked for a written response. SP's response to the complaint was therefore viewed as poor customer service. SP was required to award a nominal goodwill payment and send C a letter of apology.

29.0 Premium Rate Services

29.1

C disputed international rogue dialler calls with SP. C said that neighbour had been alerted which prevented higher costs but C was not. SP said that at the time of the disputed calls it did not have its alert system in place. SP said it could not comment on C's neighbour case as all are dealt with individually.

The Ombudsman said that it was clear that C had been a victim of a rogue dialler. As C was responsible for equipment connected to the line then C remained liable to pay SP

for the calls. The Ombudsman also noted that as the calls were over a seven day period then even if SP did have its alert system in place this would not have prevented the calls as SP is back billed for such types of calls. The Ombudsman required no further action from SP.

29.2

C disputed charges raised for Premium Rate (PRS) texts. SP stated that the PRS texts were delivered in good faith but refunded the charges after it discovered that the companies responsible for supplying the texts were under investigation by ICSTIS.

It was found that SP had not dealt with C correctly and a goodwill gesture payment was required. SP was required to offer C a goodwill gesture credit for the overall experiences to date and send a letter of apology

33.0 Security

33.1

C agreed to a service from SP. C claims they asked for his account to remain ex-directory and for voicemail on his account. These services were not provided. C complained and there were delays before the services were added to C's account. SP also failed to respond to letters and telephone calls about the complaint.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required SP to apologise and credit C's account as a goodwill gesture.

34.0 Service Transfer

34.1

C asked SP for a home move, which was processed. When SP contacted C and advised of the date when the home move transfer would take place C was unhappy with this date. Although C was unhappy C did not authorise SP to cancel the date. SP cancelled the date and later received a call from C who agreed the original date given. Since SP cancelled the home move the old date could not longer be met due to the line rental provider cancelling the original cancellation request. This caused the line to be transferred to the new property late. C also discovered that when the line was eventually transferred the old number was not retained. This affected C's email and broadband service. C was unhappy that SP changed the number as this affected C's business. SP apologised for the delay and offered a credit for the period the service was unavailable and proposed a goodwill credit for the inconvenience. C rejected SP's offer.

The Ombudsman found that since the original voice recording was not available it could not be fully ascertained what was agreed and discussed between both parties. However, the Ombudsman was of the opinion that SP should have exercised caution when cancelling the order and should have asked C about the number change. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide an increased goodwill payment and to provide its previous credit for the period the service was unavailable.

34.2

C complained that the SP failed to provide them with a service as requested and made repeated requests for data that had already been provided many times. The SP stated that the data was not received until much later, but a secondary problem prevented C from being connected. C requested termination of the whole package, but the SP wanted to charge a termination fee which C disputed.

The Ombudsman considered there had been a shortfall in customer service over the explanation of the Terms and Conditions, which allowed for the charges the SP wanted to make. However, the Ombudsman decided the explanation was not clear and required the SP to allow C to cancel without a penalty fee. The SP was also required to make an apology for the confusion over the terms and for the lack of responses to C's emails.

35.0 Stolen/Lost

35.1

C said that handset was stolen and so contacted SP to cancel the service. C said had also sent SP a letter of cancellation. C continued to receive bills and disputed this. C received debt collection letters and discovered that credit rating was affected. C then also discovered that SP was billing C for two accounts. SP said that C did report the handset as stolen and it barred the service. SP said it received no cancellation request either verbal or written. C however remained liable for the contract charges.

The Ombudsman reviewed the information provided and concurred that SP had not received a cancellation request from C. C therefore remained liable for the contract term. SP's proposal to award a nominal goodwill payment, remove the outstanding balance and ensure C's credit rating was not affected was viewed as a reasonable award.