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1.0 Auto Diallers

1.1

C complained that T had charged the account with calls that had not been made. T clarified the calls had been made by computer equipment attached to its line. With regard to the outstanding balance on the account she considers C to remain liable. The Ombudsman acknowledged T's delay whilst investigating C's issues and directed T to issue a formal apology and make a goodwill credit to the account.

1.2

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line for which C remained liable. The Ombudsman considers there was a delay in activating a call bar and then it failed to work, thus causing the generation of further charges. The Ombudsman considers there was a shortfall in customer service at times on this case and directs SP to make a goodwill payment and issue a formal letter of apology.

1.3

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP acknowledged that the service should not have been disconnected during the dispute.

The Ombudsman required SP to make an apology and a credit due to the account for the delay in dealing with the case and in recognition of incorrect disconnection action taken.

1.4

C disputed PRS calls made to a quiz TV line. The SP maintained the charges. The Ombudsman agreed with SP. He noted that the undisputed calls were made on the same day as the disputed calls. This indicated that the line was correctly working and charging for the correct calls. On the balance of probabilities the Ombudsman found the calls to be valid. He required no further action from SP and expected C to pay for the disputed charges.

2.0 Billing

2.1

C contacted SP with issues relating to call charges, billing and poor customer service. SP maintained the charges as correct and offered a goodwill gesture for the any service shortfall.

The Ombudsman understood C's frustration in this matter; however as the account holder C remains responsible for any call charges raised even if C has not made them directly. From the evidence provided, the Ombudsman cannot specify exactly how the disputed calls were raised and by what method. However, it seems likely that equipment attached to the line, by C has made the calls. The offer set out by SP was appropriate and helpful in the circumstances.

Therefore, SP was required to maintain its offer to clear the cost of the disputed calls, and give C a further gesture of goodwill payment. SP should also send C a full written apology.

2.2

C contacted SP with issues relating to disputed charges and poor customer service. SP maintained the charges as correctly raised.

The Ombudsman was satisfied that there was enough of an indication from the billing evidence provided to show that C had been incorrectly charged for telephone services. The Ombudsman considers that SP has shown C a poor level of customer service and not taken direct ownership of the complaint issues. This has added to C's poor experiences. C also did not receive a level of customer service regarding letters sent and the response received from SP.

Therefore, SP should clear C's account balance to nil; offer a goodwill gesture payment for the overall poor experiences to date, along with a full written apology. Onetel should also confirm in writing to C that the account is fully closed with a nil balance and that no adverse credit data has been sent to any credit reference agency as a result of this episode.

2.3

C complained to the Ombudsman about a high bill C had received. C contacted SP and it was found that SP had not billed C for its broadband service for two years, and therefore backdated the charges six months. C complained about this and argued that the package had been mis-sold. C cancelled the broadband service, but then received a higher bill. The Ombudsman found that C had wanted to add a broadband service to C's existing telephone service but was unable to. Therefore a separate broadband account was activated. However, C claimed this had been mis-sold and therefore SP agreed to

cease the order. It transpired that C then contacted SP again to cancel the cease order and reactivate the service, yet due to SP's error, no bills were produced. The Ombudsman understood that C may have believed that the broadband service may have been included in the telephone package but was satisfied that C had re requested the service and that C should pay for this. The Ombudsman found that C had had access to the service for a period of two years, but that SP was only charging C for one. The Ombudsman was satisfied with this, but did require SP to allow for C to arrange a payment plan for the outstanding balance, and also for SP to provide C an apology for its billing error.

2.4

C contacted SP with issues relating to SIM cards, PAC codes, billing and poor customer service. SP did not comment directly on most of the issues raised just to say that as a goodwill gesture the outstanding balance was cleared.

The Ombudsman concluded that C has experienced clear service shortfalls in this case with regards to incorrectly being set up on a 12 month tariff, being mis-advised and also encountering delays in rectifying her request to be placed onto a prepay service. C also did not receive a level of customer service normally expected from SP.

Therefore, SP was required to send C a new SIM card and PAC code and offer a goodwill gesture payment, by cheque, along with a full written apology for the overall poor experiences to date. SP should also ensure that C is not chased any further by its debt collections agents and confirm in writing that no adverse data will be sent to any credit reference agency as a result of this episode.

2.5

C entered into an agreement with SP for a service package plan at a set rate that provided free telephone calls to certain destinations. C later received billing that showed that C was being charged over and above the agreed package rate and for calls that should have been free under the telephone plan. C sent many letters to SP complaining about this but C's complaints did not generate a response or the billing being corrected.

The Ombudsman came to the conclusion that SP was obliged to charge C at the agreed rate and ensure it provided the telephone plan C it had agreed to. The Ombudsman decided that SP should refund C with any overcharging in respect of the package and the telephone plan and ensure that C was correctly charged for services in the future.

The Ombudsman was disappointed to see that C had been pursuing a resolution with SP for ten months but SP had not taken any steps to deal with C's concerns and had merely sent one letter of acknowledgement. The Ombudsman decided that SP should send C a letter of apology and make a goodwill gesture that took into account the length of time the problems had continued and the inconvenience caused to C.

2.6

C moved business premises, cancelled an old account and opened a new one. SP continued to charge C for C's old account and C complained about this and asked for a refund of the overcharging. SP promised to do this but never did, despite C's repeated requests for it to be done.

SP accepted that it had not fulfilled the promises it had made to C about the refund C was due and that there had been a considerable delay in dealing with the refund request. SP wished to apologise for the delay and offer a small goodwill gesture to C for the costs incurred in pursuing the refund. SP told the Ombudsman that it would ensure that the matters were rectified.

The Ombudsman was of the opinion that the offers made by SP provided the resolution C sought and she therefore decided that SP should maintain the offers it had made.

2.7

C was charged for PRS calls and as a result incurred Bank charges for failed Direct Debit payment arrangements. C complained to SP and disputed that C had made the calls and SP should credit the call charges and refund the bank charges. SP maintained the charges. C contacted SP and when C complained further SP advised C that as C was not the account holder it was unable to disclose further information to C. The account had actually been in C's late wife's name and had not been set up in C's name. C was unhappy in how C had been treated by SP and sent letters of complaint to SP which C claimed had gone unanswered.

Shortly after C brought a complaint to the Ombudsman SP sent a detailed letter to C in which it agreed as a gesture of goodwill to credit the disputed charges and refund the bank charges. SP also advised C that it had now changed the account details, even though C had not formally requested this, and it offered a goodwill gesture for any customer care failures.

The Ombudsman came to the conclusion that the goodwill offers made by SP were appropriate and meant that C had received the resolution C had sought. The Ombudsman was of the opinion that there were customer care failures caused by the delay in SP to deal with C's letters of complaint, but she believed that SP had been constrained somewhat due to the fact that C was not the actual account holder.

Other than maintaining the offers SP had made, the Ombudsman came to the conclusion that SP need not take any further action.

2.8

C said had not received bills from SP and so transferred service. C then disputed late payment fees with SP. SP maintained as correct.

The Ombudsman said that the evidence showed that C had made a late payment to SP. C therefore liable to pay SP for the outstanding balance due to late payment fees. However due to shortfall in customer service SP to reduce outstanding balance by 50% as goodwill.

2.9

C complained that C had cancelled a service a few years before, but had been receiving bills since. C advised that C had made payments of these, but when they increased, C complained and advised that the service should have been cancelled. C complained in writing but received no response from SP. In this instance, the Ombudsman was satisfied that the calls had been made over C's line and were therefore chargeable and correct, as they presumably would have been made over C's current provider anyway. In addition, the Ombudsman also questioned why, if C had cancelled the service initially, C continued to knowingly make payments but not contact SP at an earlier stage to dispute these. The Ombudsman was satisfied also that C had received poor service from SP in relation to its lack of response and therefore required SP to reduce the outstanding amount by a nominal amount and provide C with an apology for the poor service received. Once payment had been made, SP was then to confirm the closure of the account with a zero balance and also that C's credit file had not been affected.

2.10

C disputed calls with SP as call package had not been added. C cancelled direct debit payment but payment was attempted twice and C was charged by the bank. SP said that C had not requested call package. SP however offered C a substantial goodwill payment which C accepted. C however then continued to complaint to SP about the bank charges.

The Ombudsman said that SP's goodwill payment was an acceptable resolution. The Ombudsman said that C had not informed bank and SP in time prior to the direct debit payment being taken. The ombudsman therefore found no reason why SP should refund C for these costs.

2.11

C contacted SP with issues relating to unauthorised account set up, Direct Debits, and poor customer service. SP applied a goodwill gesture to reflect C's overall experiences but did not comment directly on the issues raised.

The Ombudsman concluded that there has been repeated errors by SP in this case relating to an incorrect account set up, unauthorised DD set up and poor customer service. The Ombudsman notes that SP had in some way attempted to address C's issues by carrying out an internal investigation, but she does not consider it an appropriate response just to say that it came back with no results. This is inadequate. The Ombudsman considered that there is a clear training issue for the staff employed by SP to ensure that no similar occurrences of this nature in the future. The Ombudsman

recommends that SP address these shortfalls, via training, as a matter of urgency for all the staff concerned. The Ombudsman did not see the need for a further investigation as C is not a customer with SP.

Therefore, taking into account the goodwill gesture already applied to C, SP should offer a further goodwill gesture payment, by cheque, along with a full written apology.

2.12

C contacted SP with issues relating to termination fees, contract cancellation, cooling off period and disputed charges. SP accepted that an error had been made in that C had been charged a termination fee and chased for payment.

The Ombudsman considers that there has been repeated service shortfalls in this case by SP regarding mis-advice and being chased by a collection agency for a debt C clearly did not owe. C has been also inconvenienced in her attempts to resolve the complaint issues.

Therefore, SP is required to offer C a goodwill gesture payment, by cheque, for the overall poor experiences along with a letter of apology. SP should also write to C to confirm that the account is closed with a nil balance and contact its collection agents to ensure that the debt has been re-called and also confirm in writing that no adverse credit data has been sent to any credit reference agency as part of this episode.

2.13

C contacted SP with issues relating to disputed charges for 0845 numbers, billing and poor customer service. SP maintained the call charges as correct.

On the balance of evidence provided the Ombudsman concluded that C had probably been the victim of a rogue dialler. There is no other evidence to suggest that SP has not correctly charged C for the disputed 0845 calls. C was advised to contact the company responsible for the charges on the address given for re-dress. However, the Ombudsman considered that C has not been shown a level of customer service normally expected and this has been the cause of some inconvenience.

Therefore, SP should offer C a goodwill gesture credit against the remaining outstanding balance along with a letter of apology.

3.0 Broadband

3.1

C ordered a broadband service from SP and whilst SP provided the service it did not supply C with a modem to access it. C repeatedly asked for the modem to be sent but it

was not so. C asked for the account to be cancelled. SP told C that it would apply an early termination charge to the account as the service contract was for a minimum period. C disputed the charges as C had not been able to access the service.

SP eventually agreed to withdraw the early termination charges and to clear the account. C was happy with this until C received further billing from SP followed by debt recovery letters for further charges that had been applied to the account. As it turned out SP had not cancelled the billing arrangements.

The Ombudsman decided that SP should fulfil its promise to remove the termination charges and to clear and close the account. The Ombudsman was also of the opinion that there were clearly customer service failures in this case and to redress these, SP should send C a letter of apology and make a small goodwill gesture to C.

3.2

C complained that after taking a broadband service with SP there were continuous problems that prevented connection. There was no support provided for this. SP provided a casefile showing that there had been two problems one which was due to incorrect log in details being used which was resolved and the second that was resolved without delay.

It was found that SP had acted correctly and no criticism was made of it. SP had already disconnected the service and offered one months broadband charges as a credit. This was considered appropriate.

3.3

C reported broadband fault to SP. C chased Sp to discover fault had been closed. An engineer attended C's property and found that there was a radio filter on the line stopping the broadband from connecting. C contacted Sp for compensation. SP agreed to a rental refund and offered C a nominal goodwill payment. C declined this offer as C wished to claim for time and technical expert costs.

The Ombudsman said that C had received poor customer service from SP. Sp closed the first fault without contacting C. Sp then failed to call C back when promised. The Ombudsman said however that SP was not liable to cover costs incurred or time spent. The Ombudsman maintained that rental refund as correct and requested that SP increase its goodwill offer.

3.4

C made an online order for SP's services. However, when billed, C claimed that all the services had not been ordered. SP advised of the charges and C agreed to remain for all services. C repeated the claims on several occasions, despite being advised and subsequently agreeing to the service each time. C claimed that SP failed to return calls, although SP had logged its contact with C. C asked for compensation for the

disconnection of the service, but SP had disconnected due to non-payment of the account.

The Ombudsman was of the opinion that SP had acted reasonably and that C had made an error with the initial order. C had refused payment and therefore it was not unreasonable that SP disconnected the service and chased the debt. Action was not required of SP.

3.5

C requested SP's services, including its broadband service, but experienced many delays in the provisioning of this, through no fault of C's, whereby C continually complained to SP, but received no response. Yet when C requested cancellation of the service, SP levied a cessation fee. For this investigation, the Ombudsman could only make a judgement on the information and evidence provided by C. In this instance, the Ombudsman was satisfied that C had not benefited from SP's service at all, but had been billed for them. It was also clear that C had experienced poor customer service from SP. Therefore, the Ombudsman required SP to close the account without penalty and with a zero balance, provide C with a small goodwill payment and apology, ensure that C's credit rating had not been affected, and also that SP removed any marker it held over C's line.

3.6

C agreed to SP's broadband service and provided SP with a Migration Authorisation Code several times, but experienced long delays in the activation of the service. When the service was finally activated, C could not connect and was unable to use the service at all, for a number of months, despite contact with SP's technical support. SP maintained that it was reliant upon third parties for both problems. It was clear to the Ombudsman that C had experienced several delays through no fault of C's and was of the opinion that as C's service provider, SP should take responsibility for this. Although the Ombudsman did not consider that C should be refunded for the cost of any calls to SP, he did require SP to close the account without penalty and with a zero balance as a gesture of goodwill, along with an apology, as it was clear that C had not had any benefit from the service throughout.

3.7

C ordered a broadband service from SP and was sent letters advising that the service would be activated by SP but C needed to ensure that C's computer was compatible with broadband. SP began to provide the service but C complained about the loss of a telephone service when using the broadband service.

SP discovered that the problem for this lay with the incorrect fitting of micro-filters and incorrect settings on C's computer which caused the system to use a dial-up connection. SP tried to resolve C's problems with C but was unable to do so, so it agreed to cancel the agreement, refund the fixed rate charges C had made and make a further gesture of

goodwill to C. C was prepared to accept the cancellation of the service and the refund of the charges he had met for it, but C also wanted all the costs of the dial-up calls refunded and these were in excess of the goodwill gesture SP had made.

The Ombudsman came to the conclusion that C had been advised by SP that as an end user C was responsible for ensuring compatibility of C's computer equipment with the service. The reason the dial-up charges had been incurred was as a direct result of C's actions and therefore C was responsible for the charges.

The Ombudsman could see no wrong doing on the part of SP and commented that SP had not been obliged to offer C a goodwill gesture over and above cancelling the service agreement and refunding the cost of it. The Ombudsman decided that SP need not take any further action in this case.

3.8

C contacted SP to transfer broadband service to new address. C still had no service after three weeks and so cancelled it. C continued to be billed by SP. C contacted SP, sent a letter and an email but received no response. C continued to receive bills. SP said that the disconnection request kept being rejected due to a system error.

The ombudsman said that C had received poor customer service from SP. SP failed to transfer service to the new address, failed to cancel the old account within a timely manner and also failed to respond to C's correspondence. SP to remove the outstanding balance and refund C with any broadband rental paid after C left old address. SP to award a nominal goodwill payment in recognition of the poor service received.

3.9

C contacted SP with issues relating to MAC codes, cancellation, broadband, marker on the line and poor customer service. SP accepted a delay in cancelling the account and offered a goodwill credit.

Therefore, SP was required to maintain its goodwill gesture credit offer to C, send a cheque of the remaining credit, send a full written apology, and send written confirmation that the marker has been removed from the line.

3.10

C said broadband service with SP was inadequate and requested a refund of payments. C sent three letters to SP but received no response. SP said it had received no contact from C to advise of further connection problems since it replaced a faulty modem. SP also said it did not receive C's letters.

The Ombudsman confirmed that the account records showed no evidence that C had reported connection problems to SP after the faulty modem was replaced. The account

records also showed that SP had not received C's letters. The Ombudsman could find no reason for SP to refund C and required no further action from SP.

3.11

C was a customer of T and enquired about a package to include internet broadband. C required a call divert service for use with a small home based business and agreed to have her landline transferred and the service provided for an extra cost. T failed to set up the call divert service and C complained. T promised to have the service activated. C stated that the service was required prior to a planned holiday. The service was not activated as promised and C made attempts to rectify this whilst on holiday. On the return from holiday C still had difficulty with the call divert and cancelled all the services provided by T. T raised early termination fees for the cancellation of the package on the basis that it had provided these services independently and C made a claim for lost business. T refused to consider this as the agreement was a residential agreement which did not make any provision for reimbursement of such losses. C disagreed.

The Ombudsman considered that the call divert service was a separately agreed package despite agreement to raise one bill and the failure to provide the agreed service would not automatically entitle C to cancel all the services within the agreement period without penalty. T had correctly raised the early termination fees for the original package that had been cancelled. She considered that the agreement specifically absolved any liability for lost profits and consequential losses for the failure to provide a service. The agreement simply covered T's responsibility to the customer in the provision of the service. It was considered to be C's responsibility to ensure that the agreement entered into adequately covered the business. As a result the Ombudsman asked C to consider the offer of waiver of the early termination fees for the original package. If C agreed to accept the offer the Ombudsman required T to clear the account of any charges associated with the early termination, and cover the cost of the return of any equipment it had supplied. These charges were to be cleared from the date of the termination by C. The Ombudsman considered that the call divert service was never successfully activated as agreed and C had been put to inconvenience and expense in attempting to have the service provided. As a result T was to make a goodwill payment and clear any charges raised for the call divert service.

5.0 Cancellation

5.1

C says that C sent a letter of cancellation to C's internet service provider, SP. SP had no record of receiving the letter. Therefore SP continued to charge C. Several months later C complained to SP. SP closed the account. It refused to backdate charges. As a gesture of goodwill, SP offered to reduce the amount outstanding by half. C refused this offer.

The Ombudsman concluded that the evidence available suggested SP had not received the cancellation request. Therefore, SP's offer was considered generous. SP was required to implement it.

5.2

C ordered SP's broadband and telephone services. SP did not provide them within the given time frame. C requested that the services be cancelled. SP accepted the request. It did not process the cancellation request. Therefore, it continued to try to provide its services to C. C had to call SP on numerous occasions to try to resolve the problem.

The Ombudsman required SP to ensure the order was cancelled. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

5.3

C contacted SP to cancel the account and to request a Port Authorisation Code (PAC), but SP failed to action C's requests. SP continued to bill C and C complained by letter to SP about poor service and billing. SP stated that C did contact SP by telephone and a PAC was raised, but C did not call back. No letters were received from C and therefore SP was unable to deal with C's complaints internally.

The Ombudsman concluded that C had requested to cancel the account, but C had failed to contact SP again. This led to the account remaining open and bills being produced. C did not provide any evidence to support C's claims and therefore no poor service issues were found. SP was required to provide C with a final bill for payment and when C paid this amount, SP was required to confirm that the account had been cleared to zero and closed.

5.4

C cancelled a CPS telephone service from the SP within the cooling off period. However, by the SP's own admission errors were made and this led to the service going live. Complaints were received from C, and the service was subsequently cancelled, but only after further delay. The SP maintain the call charges as being correct, but decided to waive all administrative charges.

The Ombudsman concluded it was reasonable for C to remain responsible for call charges that would have been incurred through another provider. However she was concerned by the errors and delays involved, as well as the customer service issues raised. Therefore, the Ombudsman required the SP to send a letter of apology, confirm the account is closed with a nil balance, send a goodwill cheque, and ensure any adverse information was removed.

5.5

C requested to the SP that all services should be cancelled. However the SP failed to initially cancel the account, and when it did, it continued to take payments. C complained again and was promised a refund that was never received. The SP failed to provide any information.

The Ombudsman was disappointed by the errors made by the SP, as well as its failure to resolve this matter over such a long period of time. In resolution she required the SP to send a letter of apology, provide written confirmation that the account was closed, provide a refund of any credit on the account, and make a further goodwill payment in respect of the costs incurred and the customer service issues raised.

5.6

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

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

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

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

5.7

C cancelled service with SP, but this was on the same date as activation. SP advised C to cancel service via the telephone provider. C later incurred charges for usage and refused to pay. SP referred the matter to a debt collection agency. The Ombudsman required SP to clear the amount as a goodwill gesture, provide C an apology and ensure the debt collection activity was cancelled.

5.8

C agreed to a verbal contract with SP but after several months found that C's lines had been taken over. SP then advised of termination fees due to cancellation within the minimum contract period. C disputed that C had cancelled as C had no knowledge of

this. Furthermore, C disputed that C ad received any literature about the contract length of the Terms and Conditions from SP. SP maintained that an order was placed for the transfer of C's services and that it had to comply with this, and also that C would have received its welcome pack initially. The Ombudsman studied the evidence made available and was satisfied that the original agreement with SP was valid, and therefore termination fees were applicable. SP had proposed to drop the termination fee and also further discount C's calls, if C decided to stay with it. The Ombudsman welcomed this proposal and found that it was appropriate to cover the small elements of poor customer service tat C had received from SP throughout this matter. Therefore, if C wished to stay with SP, it was required to refund the termination fee, reduce C's calls and adhere to the original contract. However, if C decided C did not wish to remain with SP, SP was required to provide C with a small goodwill payment as recompense for the shortfall in customer service received throughout.

7.0 Credit Control

7.1

C subscribed to a mobile phone contract. SP charged C for two contracts. C noticed, and contacted SP. SP did not resolve the problems. Therefore, eventually SP registered a credit default on C's account. C was therefore turned down for a mortgage.

The Ombudsman was of the opinion that SP caused C unnecessary inconvenience firstly by opening the two accounts, and secondly by failing to resolve the problems. SP was required remove the credit default, refund all incorrect charges and to make a payment to C as a goodwill gesture to recognise the problems caused.

8.0 Customer Service

8.1

The Ombudsman concludes C experienced a shortfall in customer service. Despite actively seeking resolution to the complaint, the case became protracted. C transferred to another CPS provider but due to a system error the account remained active and continued to charge. The Ombudsman notes that SP cleared the balance on the account and issued a letter of apology to C. It also stated no further charges or invoices would be generated.

In recognition of the customer service issues raised the Ombudsman requires SP to make a small goodwill payment payable by cheque.

8.2

C complained that a picture service was not available on a handset. SP investigated and identified that it was due to the recipient handset. C did not accept this explanation and asked to cancel the contract. SP refused unless a termination fee was paid. C cancelled the payments on the account and took out a contract with another provider. C then claimed that the handset had frozen, although SP identified further calls made from the handset. C claimed that SP had not advised of its repair service or responded to complaints. SP provided evidence of responses and its advice to C.

The Ombudsman was of the opinion that SP had acted appropriately in respect of all issues. Despite this SP had offered to provide a new handset for C and to credit line rental charges. The Ombudsman did not expect this but did not advise SP to withdraw the offer. In the event that C refused, the termination fee was considered to be valid and payable by C.

8.3

C cancelled an account with SP during the cooling off period but SP failed to act on the request. Billing continued and SP queried the bills. SP referred the balance to a debt collection agency. C then disputed charges on another account but SP maintained the validity. C expressed concern about the debt collection activity and the effect this would have on C's credit file.

It was clear that SP had failed to act on C's request. However, the second account charges were solely for calls and considered to be valid. Debt collection activity had only commenced on the erroneous account and was therefore considered to be unreasonable. SP was required to issue an apology, confirmation that the account was closed with a nil balance and provide a small goodwill credit to enable C to check the file with the credit reference agencies.

8.4

The Ombudsman considers C experienced an inadequate level of customer service on this case. SP failed to cancel the contract as requested during the cooling off period and provisioned the account. C repeatedly requested an itemised bill for the period SP provided the service however this was not provided. C incurred costs when seeking resolution to the complaint and suffered inconvenience when the account was passed to a collection agency.

In summary the Ombudsman directs SP to issue the itemised bill and including all sections as requested; ensure the refund equivalent to the sum paid the collection agency and the goodwill credit promised was paid; make a goodwill gesture payable by cheque in recognition of the customer service issues raised; issue a formal letter of apology for the customer service issues raised; and provide an assurance C's credit history has not been adversely affected by its actions.

8.5

C closed his account with SP. During a routine update of its records, SP inadvertently attached a 'deceased' flag against C's account and passed it to a Credit Agency. C applied for a credit card and bank account and the error was discovered. C contacted SP, which offered C £30 as a goodwill gesture and told C the issue would be resolved within 48 hours. C said the issue was not resolved until one week later and considered the payment offer to be unreasonable.

The Ombudsman accepted that C had experienced poor customer service, but considered the SP's goodwill payment offer to be reasonable in relation to the incorrect flagging of C as 'deceased'. He required SP to send a letter of apology, provide the payment gesture, confirm to C that his credit rating had not been affected by the error, and pay a further £20 as a goodwill gesture in respect of the additional customer service issues identified.

8.6

C requested cancellation of an account and found that SP had been charging for a service that was unsolicited. SP investigated when C complained, offered to close the account and leave a nil balance. C had cause to complain again as SP failed to observe its suggested offers and maintained billing.

The Ombudsman considered C had received poor customer service and required an apology and goodwill payment, with confirmation that the account was closed.

8.7

C brought several ongoing complaints to SP over a period of time and was frustrated with SP's apparent lack of information to C's specific requests. C was unhappy with the level of coverage provided, C's inactive handset, billing and also the level of customer service received from SP. The Ombudsman found that SP had covered many of SP's queries in its responses, but it was clear that not all of them had been addressed by SP, despite C repeating these. Therefore, the Ombudsman required SP to provide C with answers to the remaining queries C had raised, apologise for the shortfall in customer service received, and also credit C's account with a month's line rental as a goodwill gesture.

8.8

C complained that service suspension was requested but SP failed to observe the request and continued billing. C complained but SP still did not suspend the account. SP then investigated and acknowledged that the account should have been suspended, but that there was no record of the original request.

The Ombudsman considered that C had requested cancellation and required SP to terminate the account accordingly, make an apology and a goodwill payment for the poor customer service.

8.9

C requested a change of address but SP did not observe the request. It maintained billing for C at the old address, resulting in late payment charges, suspension of service and referral to a debt collection agent. SP investigated and admitted there had been errors, offering to waive the late payment charges.

The Ombudsman agreed that C had experienced a shortfall in customer service. She required an apology and goodwill gesture from SP as well as the previous offers that it had made.

8.10

Based on the information made available to her, the Ombudsman concludes C experienced a customer service failure in SP's shop. The Ombudsman considers SP correctly advised C of the need to complete an insurance claim form in order for the claim to be processed. The Ombudsman notes that SP provided a goodwill payment in recognition of the customer service issues raised on the case. Due to the termination of the contract SP applied a termination fee and the account was passed to its collection agency for recovery action. The Ombudsman notes that SP has since cleared the account and closed its file with the recovery agency in goodwill.

The Ombudsman notes C sent letters by recorded delivery and made several calls to SP seeking resolution to the complaint and incurred costs. SP offered to honour these charges if C provided proof. As this did not happen, the Ombudsman directs SP to make a small goodwill payment in recognition of C's contact costs.

8.11

C complained about various issues experienced with SP. It was found that the issues related to commercial decisions and as such were outside the Ombudsman's remit. During the course of the investigation it was found that poor customer service had been experienced in that letters sent by C were not always responded to.

SP was required to provide a small goodwill gesture in respect of this poor customer service.

8.12

C agreed to a broadband service but complained that it was not made available for several months. C asked for a refund of the charges during that time, which SP agreed to. However, C then experienced further problems and asked SP to cover the fees for

using an independent service to correct the fault. SP agreed to cover the costs up to an agreed amount. C was unhappy with this and asked for a higher sum in compensation. SP advised that the fees were to be covered only as a gesture of goodwill and not due to any liability. C was unhappy that an additional sum would not be paid.

The Ombudsman was of the opinion that SP had addressed the issues raised and that it had offered an appropriate resolution. Whilst she accepted that C had experienced some inconvenience, SP had maintained contact and ensured that the service was made fully available. The Ombudsman was of the opinion that the sum offered by SP was sufficient and no further action was required.

11.0 Disconnection

11.1

C ordered a residential line but in error SP set up a business line. SP arranged to transfer the residential services to a business one, but in error, it disconnected the service for three days. C sought compensation from SP for business losses but SP was only prepared to give C fixed rate compensation for the loss of service. C wanted considerably more compensation than this.

The Ombudsman noted that under the terms and conditions of the agreement C had entered into with SP it specifically stated that SP would not be liable for any business losses whatsoever.

The Ombudsman came to the conclusion that SP was not obliged to make any other compensation award to C than the fixed rate compensation it already had. Other than maintaining this offer, the Ombudsman decided that SP need not take any further action.

12.0 Disputed Charges

12.1

C received a bill with disputed charges. SP offered to reduce bill by half, but C rejected. The Ombudsman found that SP's proposal was fair and reasonable and recommended C to accept. He found the charges billed to be correct and could not criticise the SP of not informing C of the high surge as this would not have been reasonably possible for SP to have picked up. The Ombudsman recommended C to accept SP's proposal to reduce charges by half as a goodwill gesture.

12.2

C disputed call charges. SP investigated and advised that the charges were valid but offered a call bar. C accepted but disputed the charge for that service. SP maintained the charges but offered a goodwill credit to cover the cost for a limited period. C rejected the offer. C continued to complain and SP responded on all except one occasion.

The Ombudsman was of the opinion that the call charges were valid and that SP had provided an appropriate explanation for the charges. The charges were due to equipment in C's home but were not due to a rogue dialler. However, the Ombudsman accepted that there was a temporary shortfall in service and SP was required to issue a small goodwill credit in respect of this. SP was not required to provide the call barring service free of charge.

12.3

C contacted SP with issues of disputed charges, duplicate billing and poor customer service. SP maintained the call charges as correct and stated that C would have moved or disturbed telephone equipment to allow C to be charged by both it and the line provider.

The Ombudsman was satisfied that in the main SP had provided C with plausible explanations as to how C may have been charged by both it and the line provider. However, the Ombudsman notes the dates provided by C for the periods in dispute and the billing evidence provided contradict. Therefore, she was unable to assess this issue closely and make a reasoned comment. The Ombudsman considered that C did not receive a reply to correspondence sent to SP and this is a service shortfall.

Therefore, SP is required to offer C a goodwill gesture payment, by cheque along with a letter of apology for not responding to all of the correspondence in a timely manner.

The Ombudsman advised C to contact the line provider to address the issue of duplicate charges and give the company an opportunity to respond.

12.4

C received a large bill, which included calls to a television quiz line. C disputed the call charges and SP agreed to send an engineer out to check the line. SP stated that no fault was found, but C claimed that there was and that the engineer had promised to get his bill reduced. SP stated that the calls were correctly charged and payable. C complained about customer service issues and stated that SP failed to respond to the complaint. SP stated that C was correctly advised and that no letter of complaint had been received.

The Ombudsman concluded that no further action was required by SP, as the disputed charges had been billed correctly. C was advised to complain to the provider of the competition line, if C remained dissatisfied with the disputed charges. The Ombudsman

concluded that C was liable for the outstanding amount owed to SP and saw no reason why the balance on the account should not be cleared.

12.5

C complained that C had been double charged for the same service but two companies and brought a complaint against SP as C maintained that C had never requested that service from it. C advised that C had provided SP with the billing evidence it required, but to no avail as the charges were maintained. C also complained that SP had not cancelled C's broadband service despite requests for this. From the evidence and information provided, the Ombudsman was satisfied that C had been double charged for the same service, and that this was due to SP's error, as it was clear that C already had the service with the other provider and that C had repeatedly advised SP that C did not want the service with it. Therefore, the Ombudsman required SP to close C's account with a zero balance, as a gesture of goodwill that also took in to account the poor customer service C had received. In relation to the broadband service, SP did not comment on this and therefore the Ombudsman required SP to close this with a refund for any payments made after the cancellation date and ensure that C's line was freed in order to allow access to another service. In addition, an apology and confirmation that C's credit file had not been affected, were also required.

12.6

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

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

12.7

C complained to SP that, due to an error on its part, the telephone service had been disconnected in error. Therefore, C had been inconvenienced and a further fault incurred later which led to another loss of service. C also raised a billing complaint about the caller display service that should have been free. C wrote letters of complaint to SP, but SP delayed in dealing with C's complaint. SP applied a credit to C's account

for the problems C had incurred and offered further compensation at a later date, which C rejected.

The Ombudsman concluded that the compensation offered by SP was fair and reasonable for C's loss of service. However, SP was required to apply additional credits for the complaint about the billing error and for not dealing adequately with C's complaint.

12.8

C complained to SP about several calls that were listed to unknown numbers on C's bill. C wrote a letter of complaint to SP and SP responded to say that the calls had been generated from C's number and therefore the charges were maintained. SP suggested that C contact Ofcom to investigate the companies linked to the disputed numbers.

The Ombudsman concluded that C had been charged correctly, as the calls were made from C's line. However, it was not clear how the calls had been generated. The Ombudsman was satisfied with the way SP had dealt with C's queries and concerns and found no evidence of poor service. Therefore, SP was not required to take any further action in this case.

12.9

C complained that SP had overcharged for services provided. SP could find no evidence of this but offered to change the service to the one now requested by C. C claimed that additional services had been added to the account and charged but SP disputed this claim. C claimed that SP had offered a refund but SP advised that it only ever offered credits to an account and on this occasion that had not been offered. C sent a letter of complaint but claimed that SP failed to respond.

The Ombudsman noted that the letter sent by C was only received a short time before the complaint was referred to the Ombudsman's office and therefore the lack of communication was not considered to be evidence of a shortfall in service. The Ombudsman could not find any evidence that SP had charged for services not requested and the contract provided by C confirmed that the charges were correct. Action was not required of SP.

12.10

C queried billed charges for premium rate calls. SP advised C to contact ICSTIS but also offered to place the disputed charges on hold pending the investigation. SP asked C to confirm the outcome, which C did not. After a lengthy period SP billed for the charges again, which C disputed.

The Ombudsman was satisfied that SP had acted reasonably in respect of this complaint. SP had placed a bar on the premium rate number and directed C to the correct regulatory body for the complaint. As the company was found to have billed

correctly the Ombudsman considered it reasonable that SP then removed the hold on the account and sought payment from C. No further action was required of SP.

12.11

A relative of C's placed an online order for a mobile telephone. In addition to the mobile services, C then received a welcome pack for landline services and discovered that the line had been transferred to SP.

C contacted SP, demanded that the line be returned to the original provider and that SP compensate C for loss of business arising from the loss of an additional feature of a voicemail service. T arranged for the services to be restored to the original provider but refused to pay any compensation to C.

The Ombudsman came to the conclusion that the transfer of the service had come about as a result of information that C had mistakenly made on the online order. However C when C had received written information confirming the order C had contacted SP to cancel it. C had not done this.

The Ombudsman decided that SP should provide C with a goodwill gesture for not cancelling the order.

12.12

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

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

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

12.13

C had a CPS account with SP. A backdated bill was received and challenged by C. These backdated charges were caused by calls made to National Translation Services (NTS) which are run by other companies presenting backdated charges to SP. C did not think such backdated charges should have to be paid for. It was explained that this was not caused by SP but rather the companies running the NTS numbers.

SP had provided goodwill gestures but a further goodwill gesture was required to reflect its failure to provide a clear explanation in plain English to avoid this dispute continuing. SP was also required to provide a clear explanation to C which set out the accounts current position and showing all charges, payments and goodwill gestures provided.

12.14

C agreed to an upgrade with SP but claimed that an offer of a reduced package price had been made for the full duration of the contract. SP claimed that the offer had only been for the first few months and this had been provided along with an upgraded handset. C wrote to SP and SP responded with a call to offer a further reduction as a gesture of goodwill. C declined the offer. C withheld payment on the account and after several months SP barred the service. C disputed responsibility for payment of the service while it was barred.

The Ombudsman considered it unlikely that SP had made the offer C claimed it had and she considered the additional offer to be generous in the circumstances. It was clear that SP had responded to C and that the bar on the service was reasonable given that C had ceased payment. The Ombudsman did not require any action of SP and she recommended that C accept the additional offer made by SP.

12.15

C contacted the SP to disputed large numbers of calls to one particular mobile number. The SP reviewed this matter and concluded that the number must be known to someone in the household as it was intermingled with a number of other undisputed numbers. The SP maintained the charges as being correct and C demanded to now the owner of the number. The SP advised it was unable to provide any details as it had no access to this information.

The Ombudsman concluded that the SP has acted correctly throughout and could see no evidence of incorrect charging. She advised C that the SP would not be able to provide identification of the owner of any number, and certainly not one provided by a mobile network. No further action was required to be taken by the SP.

12.16

C complained to the SP about charges appearing on a mobile telephone account, highlighted that it had allowed an agreed credit limit to be exceeded. The SP explained that these could not be guaranteed, as outlined in its Terms and Conditions, but C continued to complain. The SP decided to make the offer of a goodwill credit, but this was refused by C.

The Ombudsman advised C that a SP can never guarantee a credit limit and that these were there to protect the company. She concluded that the SP's offer was generous from the information provided, asked C to reconsider the offer. In resolution she required the SP to send a letter of apology and to maintain its offer of a goodwill credit.

12.17

C was on holiday in Spain when C fell victim to thieves who stole amongst other items, a mobile telephone. C claimed that C called SP later on the day of the theft to report the loss but a recorded message told him to call during business hours. C called SP back on the evening of the next day when the report of loss was made and SP was able to suspend the service. SP billed C for the call charges applied up to the point at which it received notification of the loss of the phone. C disputed these and claimed that SP was responsible as C had tried, but been unable to report the loss. C provided proof to SP that a call had been made and whilst SP accepted this it took the view that the call did not provide conclusive evidence to support what C had claimed.

The Ombudsman felt that whilst the case for both parties about the call was evenly balanced, if what C had said was correct, C had tried to follow the guidelines SP had issued for reporting a loss. She commented that C had left it until later the following day and to report the loss and C should have taken more urgency in doing this as soon as business hours began, which would have reduced the amount of fraudulent use of the phone.

The Ombudsman decided that C was responsible for the cost of all calls up to the time of the first call to SP and for all calls after the commencement of the business hours on the following day. She concluded that as a gesture of goodwill SP should credit the call charges incurred during the interim period.

12.18

C received an invoice which included high charges for mobile phone calls. C disputed this saying that there was a fault on the line. C said that there was a call bar on the account that nobody had the PIN number for. SP said there was no call bar and that the line did not have a fault on it. It was also common for calls to be made to mobiles on this line.

The Ombudsman did not require any further steps to be taken by SP but it was recommended that a payment plan be arranged for C.

12.19

C asked SP to transfer a service. SP claimed that the request was not received but processed the new request. SP advised that the request was refused due to actions taken by another provider. SP was able to transfer the service and charged for this action. C disputed the charges because the other provider had offered to provide the service free of charge. C claimed that the request had only been made through SP because SP told C that the contract was for a minimum term. SP was unable to confirm the minimum term and C requested a refund of the charge.

The Ombudsman was of the opinion that the problems became exacerbated due to actions taken by C. However, this action was only taken because SP failed to act on C's initial request. SP was required to issue an apology and a goodwill credit for the delays. The credit included a proportion of the transfer charge.

12.20

C received a bill from SP. The bill included charges for calls to 0871 numbers, which C disputed making. SP investigated the calls, and concluded that they had been made by a "rogue dialler" that C had inadvertently downloaded from the internet. SP maintained that C was responsible for the security of C's computer, and therefore for the disputed charges.

The Ombudsman agreed with SP, that C was responsible for the security of C's computer equipment. However, she also decided that the increase in call charges on C's computer was so dramatic that SP should have warned C so C could have taken action to prevent further calls to 0871 numbers from being made. In recognition of this, SP was required to apply a credit equivalent to half the disputed charges to C's account.

12.21

The Ombudsman concludes C gave notice to cancel the account and requested a PAC however SP failed to cancel the account and it continued to charge. On examination of the invoices provided the Ombudsman accepts C continued to be charged for line rental and itemised billing after he expected the account to be terminated. Based on the information made available to him the Ombudsman considers no further balance was due and therefore SP incorrectly chased payment for charges generated due to its failure to close the account.

The Ombudsman considers that due to a house move it is unlikely C received SP's statements or demands for payment. However, the Ombudsman considers SP's account administration to be poor as it took over a year to pass the account for recovery action and register the default on C's credit file.

The Ombudsman considers that SP demonstrated poor levels of customer service at times on this case. The Ombudsman considers the records of the account were confusing and SP managed to contradict itself in its statement to him about the case.

In summary the Ombudsman requires SP to make a goodwill gesture, which includes a refund of the disputed charges; issue a formal letter of apology to C; and provide an assurance that the default on her C's credit history is marked as settled and it is corrected as being incorrectly placed.

12.22

C complained that an adverse default rating was entered on a credit reference. SP investigated and found that it had made an error and charged C twice for terminating an account.

The Ombudsman considered that C had experienced poor customer service from the original error that affected a credit reference and from the incomplete information given when C enquired initially about the default. SP was required to make an apology and pay a goodwill gesture in recognition.

12.23

C lost C's handset whilst abroad but did not notice this for over 10 days. When C realised, C contacted SP and the handset was suspended. However, SP advised C at the time that many calls and subsequent high charges had been incurred for that period. C complained to SP in writing as C felt That SP should have been able to disconnect the service at a certain point. SP maintained the charges and explained that it received foreign call records belatedly and also quoted its Terms and Conditions (T & Cs). The Ombudsman found that SP had barred the phone upon C's first contact and no further calls were made after that. In normal circumstances, the Ombudsman was of the opinion that SP would have been alerted to the high usage as it was so substantial. However, as the calls were made to and from a foreign country, the Ombudsman was satisfied that as the billing was more belated, SP would not have been alerted to the calls. The Ombudsman could find no evidence of any poor customer service, but did require SP to provide C with a copy of the relevant T & Cs as well as contact C in order to discuss a payment plan.

12.24

C closed the account held with C's mobile phone provider, SP. SP added a final payment to C's account in error. C notified this as soon as C became aware of the error. SP accepted that a mistake had been made, and undertook to close the account with no amount outstanding. SP failed to do so. Therefore, the account was referred to a debt collection agency. SP eventually took action to resolve its mistake and closed the account with no amount outstanding.

The Ombudsman required SP to remove any adverse information passed to C's credit file as a result of incorrectly trying to claim payments from C, and to make a payment to C as a goodwill gesture in recognition of the inconvenience caused.

12.25

C agreed to an upgrade on a mobile phone contract. C had already taken a new contract with an alternative SP but said that the SP offering the upgrade said that if the other contract could not be cancelled it would allow the cancellation of the upgrade contract. The Handset was supplied but never used on the new SIM card. C claimed that the handset had been returned to SP but there was no proof of this at all.

The Ombudsman took the view that C must bear responsibility for the contract as C had agreed to it and did not check the position with the other SP before agreeing. The Ombudsman was also of the view that the handset was C's responsibility and that as there was no proof of its return it must be seen as not having been returned.

No further steps were required of SP.

12.26

C entered into an agreement with SP for a mobile telephone on a contract basis. The tariff C entered into included free minutes and when C went abroad he used the phone in the mistaken belief that C would not be charged for the calls. C complained to SP about this and also complained about the timers on the phone being inaccurate. C was told by SP that the cost of the calls were not covered by the tariff and that if C had a faulty handset he should seek a replacement at SP's shop. C declined this offer.

C then lost the handset and reported this to SP making a claim under the insurance cover C had for the handset. SP told C that C had to report the loss to the Police but C refused to do this and as a result the insurance claim was not met. C stopped C's Direct Debit payment arrangements and told SP to cancel the contract. SP applied an early termination penalty and ended services due to non-payment.

The Ombudsman noted that SP did not provide any tariff that gave free calls whilst abroad and under its terms and conditions the cost of calls made abroad had to be charged. The Ombudsman agreed with this.

The Ombudsman also concluded that it was solely C's conduct in not taking up the offer of a replacement handset for a faulty one and not making a report of loss to the Police that exacerbated C's problems.

Whilst the Ombudsman accepted that SP was within its right to apply an early termination charge to the account she noted that C had actually made a request for the account to be closed and SP should have done this earlier.

The Ombudsman came to the conclusion that SP should withdraw package charges applied to the account after C had asked for the account to be closed and it should also make a small gesture of goodwill to C.

12.27

C was visited by SP's sales representative and agreed to obtain services from SP in the belief that C's costs would be reduced. When C received billing C discovered that the charges had actually increased and not decreased. C complained to SP that the services had been mis-sold and asked for the contract to be cancelled. SP initially applied early cancellation penalty to C's account but later withdrew them and accepted cancellation of the contract.

C returned to C's original provider but SP continued to send C billing for services C was no longer receiving. Despite C sending numerous letters about this to SP the billing continued and C's letters went unanswered.

The Ombudsman concluded that both parties had mutually agreed to end the contract and C's account should have been closed then. It had not been. The Ombudsman decided that this action should be taken and as a goodwill gesture SP should write off any outstanding balance on C's account.

The Ombudsman commented that C had sent at least six letters over a five month period about the account errors but these had been ignored. Whilst the Ombudsman accepted that inevitably Administrative errors will billing occurred, she felt that in this case those errors were excessive and caused inconsiderable inconvenience to C. She further concluded that SP should send C a letter of apology and make a further goodwill gesture to C.

14.0 Faults (Equipment)

14.1

C took out a contract with a third party retailer, but C had handset and contract issues which C referred to SP. SP informed C that any dispute was with the retailer and tried to assist C by mediating. However, C continued to complain to SP.

The Ombudsman concluded that there had been no poor service by SP and that C was liable for any usage on the account. The Ombudsman informed C that SP was correct to refer C to the third party retailer.

14.2

The Ombudsman considers insufficient evidence was made available to the Ombudsman to determine if C returned the dialler box. There is also no evidence that C requested the cancellation of the services. The Ombudsman considers SP was correct to maintain the charges on the account.

C would like an apology for not replying to letters from a third party and a reimbursement of calls made to resolve this issue. The Ombudsman found SP was unable to discuss the account with a third party unless C provided authorisation. The Ombudsman considers the third party was advised of this both by telephone and in writing and considers this an acceptable stance to take.

Based on the information provided, the Ombudsman considers SP has not been provided with opportunity to fix the dialler box as it never received the equipment. The Ombudsman considers SP was correct to maintain its charges and if C wants to cancel the contract C should follow the cancellation procedure as stated in the terms and conditions of contract.

The Ombudsman requires SP to take no further action in view of this complaint.

15.0 Faults (Line)

15.1

C had fault with SP. C claimed agreed to contract with SP nine years previously showing a set amount of compensation to be paid each day. SP said this was not the case and that it could find no fault with its network anyway. Sp offered C goodwill but this was rejected.

The Ombudsman said there was no evidence of set amount of compensation C said had agreed with SP. She also said there was no evidence of a network fault to show that SP was liable to compensate C. SP to honour its goodwill offer and send a letter to C to confirm what maintenance package if any C was on.

15.2

C had voicemail faults with SP for nine months. Sp said it had now resolved the faults.

The Ombudsman said that the delay in repair was unacceptable. SP to credit C's account with a nominal goodwill payment. However, prior to the Final Decision C informed Otelo that the service was again faulty. The Ombudsman required SP to increase the goodwill payment and ensure that the service problems are resolved.

15.3

C said that a fault had been in existence for four months but there was no documentation to support this and SP's case files only showed a complaint that had been dealt with and compensation had been provided in the appropriate way.

In this case no further steps were required of SP.

15.4

C's telephone developed a fault. SP repaired the fault. SP offered compensation for the fault. C refused the offer because C had experienced customer service problems after the fault had been repaired.

The Ombudsman agreed that SP had failed to respond to queries from C, and that this had led to C's telephone service being restricted and C having to make numerous calls to SP to resolve the problem. SP was therefore required to make an additional goodwill payment to C's account.

15.5

C's telephone line developed a fault. C reported this to SP. SP offered to divert C's incoming calls to a mobile phone whilst the fault was being repaired, and told C that it would pay compensation once the fault was fixed. C accepted this offer. SP repaired the fault and offered C compensation. C did not feel it was adequate. SP explained that C would have been entitled to a higher rate of compensation if C had not accepted the call divert. C complained that this was not explained when the fault was reported.

The Ombudsman examined SP's Terms and Conditions, which stated that T would make every effort to keep C in contact, and that in the first instance this would involve offering a call divert. She therefore felt that SP was only obliged to offer compensation if C had refused the call divert. Therefore the compensation offered was considered reasonable, and T was required to apply a credit for the amount calculated to C's account.

15.6

C contacted SP with issues relating to faults, delays and poor customer service. SP maintained that it did not offer the service and therefore had no accountability to rectify the fault. The Ombudsman was satisfied that SP had responded to C's contacts in a timely manner.

Therefore, SP was required to investigate this issue as a matter of urgency to determine, exactly, who has accountability for correcting any faults with the service offered. If the accountability is with SP then it should offer C a goodwill gesture payment along with a letter of apology. However, if the line provider is accountable for the service then no further action is required in this case.

19.0 Installation

19.1

C complained to SP about a number of things including installation, incorrect account details, requests not actioned, and customer service. C wanted SP's broadband service but this was never installed, yet SP continued to chase for payment. C complained to SP but it was not till approximately nine months later that SP responded to clear all the charges. The Ombudsman found that C had received a total shortfall in customer service from SP throughout and therefore required it to provide C with a goodwill payment and apology in light of this. In relation to the actual broadband, the Ombudsman found that although the service was never installed, SP had continued to provide C with free line rental, that otherwise should not have occurred. The Ombudsman saw this as adequate to recompense C for the complaint surrounding this.

19.2

C complained that services from SP were not obtainable and later requested to cancel the contract. SP investigated and found there may have been an equipment fault, but C failed to have this checked.

The Ombudsman considered SP had not breached the contract and required the repair to be completed. She also found that C had experienced a shortfall in customer service when SP failed to respond to C's letter. She required an apology and cancellation of charges when C was unable to use SP's service, as a goodwill gesture.

20.0 International Call Charges

20.1

C's handset was lost/stolen and before C was able to inform SP; several calls were made to international numbers. After receiving the bill that included these calls, C complained to SP, as C felt that SP should waive the charges. However, SP maintained the disputed call charges due to C being liable for the charges, as outlined in its Terms and Conditions.

The Ombudsman concluded that SP's Terms and Conditions clearly covered this point and therefore C was liable to pay SP for the calls, even though it was accepted that C had not made them. SP was not required to take any further action in this case.

20.2

C visited a retailer and asked for a recommendation of the cheapest mobile network operator for international calls. The retailer recommended SP. On the basis of the recommendation C agreed to the SP contract. C later discovered that SP did not offer the cheapest international call rates. C complained. SP felt it was not responsible for the advice given by the retailer. SP ignored the letters.

The Ombudsman agreed with SP that it was not responsible for advice given by an independent retailer. However, it was also considered that SP had provided poor customer service to C by ignoring C's letters. SP was required to send a letter of apology to C and a payment as a gesture of goodwill to recognise the poor customer service provided.

22.0 Internet Connection

22.1

C was receiving a dial-up Internet service from SP but for many months C experienced connection problems to the Internet. C's computer was dialling SP's server but it was failing to connect, for whatever reason, to the World Wide Web (www). SP sent C billing for all of the failed attempts at connecting to the www. C disputed these charges and claimed that as connection had not been made C should not have to pay. SP maintained the charges and told C to take the matter up with C's Internet Service Provider.

The Ombudsman noted that whilst SP had looked into the charging aspect of C's complaint, it had failed to appreciate that it was the ISP, and it had not taken any action to sign-post C to its Technical Support team that may have been able to resolve the connection problems.

The Ombudsman came to the conclusion that SP was not providing C with the Internet service it had agreed to provision and C should not therefore have to meet failed connection charges. The Ombudsman decided that SP should credit all of the failed connection charges it had billed to C.

The Ombudsman also came to the conclusion that it was a customer service failure by SP not directing or referring C to its appropriate team so that C's problems could be investigated and resolved, and she decided that SP should make a small goodwill gesture and send C a letter of apology for this failure.

24.0 Mis-selling

24.1

C contacted SP with a issue regarding the transfer of a business number and being misadvised as after re-locating it could not be transferred. SP offered two years free incoming calls and accepted that C was misadvised, but stated it could not guarantee telephone numbers.

The Ombudsman concluded that C had been mis-advised by SP with regards to the transfer of the telephone number. However, the Ombudsman's opinion and decision is influenced by the fact that SP cannot guarantee a telephone number. Therefore, the offer set out by SP for two years free rental charges is appropriate in this case.

Therefore, SP is required to maintain its offer of two years free rental charges, a reduction of the call charges as a goodwill gesture along with a full written apology.

24.2

C alleged SP mis-sold the contract. SP maintained it to be a valid contract. The Ombudsman noted that the contract was clearly accepted by C as the contract was signed subject to the terms and conditions. She found no evidence of mis-selling and therefore required no further action from SP.

24.3

C wished to update her handset and visited SP. C was already on a tariff but agreed to a new one which C thought was in addition to the inclusive minutes C already had, but this was not the case. C was surprised by higher bills and complained to C. SP stated that C had agreed to the new tariff and therefore was contracted for twelve months. C complained that the new tariff was insufficient for C's needs.

The Ombudsman concluded that C had agreed to the new tariff, but there had been a misunderstanding. The Ombudsman considered C's complaint that the new contract was not sufficient for C's usage and required SP to release C from the contract without applying any early termination fees. SP was also required to refund approximately four months service charges.

24.4

C stated that an employee had entered into a contract on behalf of a small business. C said the person entering the contract was not qualified to make it. SP produced a recording of the sales call but this was not complete.

The Ombudsman took the view that on the evidence available it appeared that the contract would be valid.

24.5

C contacted SP with issues relating to mis-selling, disputed charges, credit file and poor customer service. SP refuted the mis-selling claims and advised that the charge raised was correct and therefore a credit entry was made onto C's credit file.

The Ombudsman advised that she was unable to comment regarding the mis-selling issue as it was alleged at a third party retailer.

On the balance of evidence provided, the Ombudsman was satisfied that the entry made onto C's credit file by SP is warranted. However, C had not received a level of customer service normally expected and did not receive a reply to the complaint letters sent. This had caused C some inconvenience.

Therefore, SP was required to offer C a goodwill gesture payment by cheque, along with a full written apology for the overall poor experiences to date.

The Ombudsman recommended that C the retailer mentioned to seek redress for the claim of its advisor fraudulently setting up an account in C's name.

27.0 Number Porting

27.1

C asked SP to port mobile numbers to its network. Due to problems this did not happen. SP later told C that it was not sure whether it had been given the PAC codes by C. The Ombudsman had insufficient evidence to determine where the fault lay. He required SP to provide C a full refund of the charges as no usage had occurred and a small goodwill payment for the poor service that C experienced.

27.2

C asked SP to port mobile numbers to its network. Due to problems this did not happen. SP later told C that it was not sure whether it had been given the PAC codes by C. The Ombudsman had insufficient evidence to determine where the fault lay. He required SP

to provide C a full refund of the charges as no usage had occurred and a small goodwill payment for the poor service that C experienced.

28.0 Payments

28.1

C had an account with SP and wanted to pay by Direct Debit (DD) but this was never set up, despite C's requests. Therefore, C requested cancellation of the service and waited for a final bill. However, the final bill never arrived so C complained to SP about this. C complained in writing to SP on a number of occasions over several months but still had not received the final bill. SP explained to the Ombudsman that it had experienced problems with issuing C's final bill and also that due to internal errors, C's address was changed so the bill, once produced, was not sent to C's address. The Ombudsman welcomed SP's admissions in this instance but was satisfied, from the evidence provided, that C had received poor customer service from SP throughout. Therefore, the Ombudsman required SP to provide C with a goodwill payment and apology, as well as a copy of C's final bill, to be sent to C's correct address.

29.0 Premium Rate Services

29.1

C disputed the PRS calls on the bill. SP stated that the calls charges were correct as these had been incurred by the customer using a interactive TV. Whilst the Ombudsman understood C's concerns and frustrations she felt that SP couldn't be held responsible in this instance as the calls had emanated from C's telephone line. He required no further action from SP.

29.2

C received a bill from SP. C discovered C had been charged for calls made by a rogue dialler. C contacted SP, who advised C to contact the company who operated the number dialled. After several months C obtained a refund of the disputed charges. C complained that SP had failed to respond to some letters C had sent while pursuing the refund. SP accepted this, and made an offer to credit C's account to recognise this. C did not feel the offer was adequate.

The Ombudsman accepted that SP had provided poor customer service at times to C. However, she felt SP's offer was reasonable. No further action was required.

32.0 Refunds

32.1

C complained that after requesting account closure an additional payment was requested and paid. C complained and SP acknowledged the error but failed to refund the incorrect payment. C complained again and SP requested proof of payment before the credit would be awarded. C complained about customer service but SP did not respond to C's letters.

The Ombudsman considers that refund should have been made at the first opportunity and that C should not have been asked for proof when it had a record of payment being cashed. She required an apology and goodwill gesture.

34.0 Service Transfer

34.1

C passed away and husband informed SP. SP continued to send letters and bills in C's name causing distress. Husband was informed that a termination fee would also be charged which was disputed with SP but no response was received. C husband advised unable to dial out without using a pre-fix code. SP advised that it had cancelled the account as requested.

The ombudsman said that C's husband had received a shortfall in customer service from SP. Sp failed to respond to all correspondence and also gave misinformation about the termination fee. Sp to investigate further the restriction with calls and to inform C's husband of its findings. SP to remove the outstanding balance and to award a nominal goodwill payment.

34.2

C asked SP to transfer C's telephone and internet services to C's new address. SP agreed. However, there was a delay of several weeks before the telephone service was provided. SP failed to transfer the broadband service at the same time. SP later informed C that the broadband service had been provided, when in fact it had not. C called SP on numerous occasions, and was promised call backs, which were never received. C wanted to cancel the contract with SP.

The Ombudsman was of the opinion that C had experienced so many problems with SP that it was reasonable to allow C to cancel C's contract without penalty. SP was required to clear all charges from C's account for the periods of time C's services were unavailable, and to make a further goodwill credit to recognise the inconvenience caused to C.

34.3

C says she cancelled her account with SP and transferred to another provider, but continued to receive bills from SP. C considered that an error had been made, but subsequently found that she had been transferred back to her old SP without her consent. C wrote to her original SP a number of times to try and resolve the issue, as she considered it had cancelled her account with the new SP without her knowledge, but C failed to receive a response to her correspondence.

The Ombudsman considered that C may have been transferred back to her old SP without her knowledge or consent and that C had experienced a poor level of customer service. He required SP to send a letter of apology; provide a cheque payment of £20 as a goodwill gesture; confirm C's account had been closed and provide a credit equal to the small outstanding balance on C's account.

34.4

C transferred C's service to SP. After the transfer one of C's telephone numbers were lost. C wanted SP to compensate C for the loss of business C suffered as a result. SP explained that the number had been provided by C's previous supplier on a service SP did not provide. The service allowed customers to use two telephone numbers on one line. The two numbers had different ring tones.

The Ombudsman was of the opinion that the evidence suggested C had not informed SP that the number that had been lost was used for a particular service, and not its own line, and therefore was responsible for the loss of the number. Therefore, she did not feel it reasonable expect SP to compensate C for the losses suffered.

34.5

C said had cancelled transfer of service prior to activation but residential account still transferred. C said had not agreed to this transfer and had not received any correspondence from SP to say so. SP said its initial sales call clearly showed that C was aware of residential line transfer. SP said that when C called to cancel C only provided the business account number and did not make it clear that second account needed to be cancelled to. The service therefore went live and SP said C would be liable to pay a termination fee if 12 month contract was broken.

The Ombudsman said that C had agreed to transfer residential account. The Ombudsman was however concerned that sales call did not make it clear C would be entering a 12 month contract and viewed this as poor customer service. SP to allow C to transfer service away and cancel account without penalty.