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1.0 Auto Diallers

1.1

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

1.2

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.

The Ombudsman agreed with SP that it had done all that was necessary and did not consider there had been a shortfall in customer service. She did not require any further action from SP.

1.3

The Ombudsman considers SP made every effort to make its customers aware of the problem of dial ups. There has been extensive coverage in the media regarding this type of complaint, and SP introduced its call barring packages in attempt to help people protect their lines.

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. With regard to the outstanding balance on the account the Ombudsman considers C to remain liable. She requires SP to take no further action in light of this complaint.

2.0 Billing

2.1

C received a bill from SP. C disputed some of the charges. After investigation, SP stated that C had been charged correctly.

The Ombudsman examined C's bill and agreed with C that it appeared that there were some discrepancies. She was not satisfied with SP's explanation. Therefore, SP was required to refund the charges to C.

2.2

C purchased two new phones but felt that SP should have known to cancel the current phones. C asked for the charges to be backdated to the start date of the new contract but SP initially refused. SP started debt collection activity on the old accounts but then agreed to backdate the charges to the date requested by C. SP made a small goodwill payment to C but C remained unhappy with the outcome. C complained about the standard of service provided by SP but there was no evidence that this was due to anything other than C's dissatisfaction with the resolution offered by SP.

The Ombudsman was of the opinion that SP had charged for a valid contract and SP would not have been required to credit the outstanding balance. There was no evidence of a shortfall in customer service and therefore no further action was required of SP.

2.3

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.

2.4

C contacted SP with issues regarding overpayments, refunds, delays, and poor customer service. SP accepted that an overpayment had been made and offered a refund.

The Ombudsman was satisfied that C has not received a level of service normally expected with regards to being overcharged, delays, poor customer service and not receiving any response to letters sent. These were clear service shortfalls.

As C returned the cheque refund, SP was required to offer a payment, which included the refund stated and his overall poor experiences to date and costs incurred, ntl should also send C written clarification that the account is now closed with a nil balance and that no adverse information has been sent to any credit reference agency as a result of this episode along with a full written apology.

2.5

C contacted SP with issues relating to refunds, credits and poor customer service. SP did not respond to the Ombudsman. The Ombudsman was disappointed that SP failed to respond and did not see any reason not to believe what C claimed.

Therefore, SP was required to credit C the promised credit for its promotional offer, a further goodwill gesture credit, along with a letter of apology for his poor experiences and not receiving any response to his correspondence.

2.6

C contacted SP with issues relating to Direct Debits, billing, disputed charges and poor customer service. SP maintained that the Direct Debit had been cancelled and that charges were therefore raised for administration. The Ombudsman was satisfied that SP had raised the charges correctly, but a delay in responding to letters of complaint had occurred.

Therefore, SP was required to offer C a goodwill gesture credit for the delay in responding to the correspondence, along with a full written apology

2.7

In December 2005, C notified SP of a house move and provided it with details of the new address. However, SP continued to send bills to the old contact address. C complained and requested copies of the missing bills, but did not receive them. C wanted to see the bills before paying the charges. As a result of non-payment of the account, SP disconnected C's services.

The Ombudsman considered that SP had not updated C's billing address when C notified it of the move, which resulted in C failing to receive any bills. She noted that copy bills had been issued in response to C's requests, and was unclear why C did not receive the information.

The Ombudsman required SP to send a copy of the missing bills to C's current address, free of charge; send a letter of apology in respect of the delay in updating C's billing address, and for the shortfall in customer service and subsequent inconvenience C may have experienced; provide a goodwill credit of to C's account; credit C's account for any charges that may have been made for copies of bills that had been previously sent, if it

has not already done so and provide C with the opportunity to agree a payment plan so C could pay the outstanding balance on the account.

2.8

C transferred to SP's services in May 2005, and after receiving bills in June and September, failed to receive any further bills, despite making numerous calls to the company. C paid a weekly amount to SP to avoid receiving a large bill. In April 2006 C requested a final bill and transferred to another SP, but has still not received a bill.

The Ombudsman considered that C had not received the level of customer care she could have expected and required SP to send a letter of apology; update C's account and send a final bill; refund C for any overpayment on the account; and provide a small goodwill payment.

2.9

C complained that SP billed incorrectly from the start of a new contract. C complained but SP did not correct the issue for several months. SP eventually reviewed the contract, acknowledged there had been a billing mistake which included a product that C had not requested and offered a goodwill gesture.

The Ombudsman considered that the goodwill gesture was adequate for the incorrect billing, but he also considered C had experienced poor customer service generally for which an apology and goodwill gesture was required.

2.10

C was receiving telephone services from SP when SP cold called C and offered to provide a television service at a highly discounted rate. C accepted the offer but when the Agreement was sent to C it was found to contain incorrect charges. C refused to sign the Agreement and returned it to SP asking for a correct agreement to be drawn up. SP responded by sending a further copy of the original one. SP then began to apply charges to C's account for the additional service. C repeatedly protested and asked for information to enable C to ascertain what charges were being applied to the account. SP kept promising to amend the account and provide the information but it did not do so. SP then disconnected services to C for reasons of non-payment (although it did restore service as soon as C complained about this) and began debt recovery action. C complained further and whilst SP promised to rectify matters it never did.

The Ombudsman commented that as C had not accepted the Agreement SP had sent it was void and SP should not have applied charges for an additional service. She decided that SP should remove charges it had applied for the additional service and that it should provide C with revised billing.

The Ombudsman also concluded that as it was SP's accounting problems that had caused the account to be shown as unpaid, SP should halt any debt recovery action it had initiated and ensure that C's credit rating reference was not affected. The

Ombudsman was of the opinion that there was a catalogue of customer service failures on the part of SP in this case and to redress these SP should send C a letter of apology and make a goodwill gesture to C.

2.11

C ordered digital television services from SP at a reduced monthly charge. When billing arrived C was surprised to see the amount of charges that had been applied which included the undiscounted cost of the package C had agreed to. C complained about this and SP promised to correct any billing errors. C claimed that SP did not do this and C wanted to cancel the account without any early termination charges because of this.

The Ombudsman noted that whilst C's initial billing was high the primary reason for this was that advanced rental charges had been applied. These may not have been explained or understood by C. The package charges were incorrect but after C raised this with SP, SP began to send billing showing the true charge of the package but applied credits to bring the charges to the correct amount. The Ombudsman commented that the billing was confusing and it was unclear to C what charges were due.

The Ombudsman also noted that whilst she had been investigating the complaint SP had agreed to cancel the account without penalty. This was the outcome C wanted and effectively resolved that part of C's complaint. The Ombudsman decided that SP should send C final billing and clearly explain how the charges had come about. Once any outstanding balance had been met by C, SP should close the account. The Ombudsman also concluded that SP should send C a letter of apology for failing to appropriately respond to C's letters of complaint which amounted to a customer care service failure.

2.12

C had a charge appearing on an account with SP. This applied to a service that had not been ordered. SP agreed to provide a credit for the disputed amount. The problem occurred every month for six months. SP said it was trying to amend the system during this time and that that was complex. It was found that this was poor customer service. SP confirmed that it had now amended the account.

SP was required to provide a letter of apology and a small goodwill gesture.

2.13

C discovered that a default had been recorded on credit reference files due to a small outstanding amount not being paid when a contract with SP was ended. C said that this amount had not been billed nor had any attempt been made by SP to collect it from C's bank account. Letters of complaint were not responded to. This was seen as poor customer service and as SP did not provide any casefile to the Ombudsman the complaint was accepted as described.

It was recommended to the Ombudsman that SP should be required to waive the outstanding amount and show the default as satisfied. Further a letter of apology and a goodwill gesture should be provided to reflect the poor customer service experienced.

2.14

C complained that after requesting a transfer of account when moving address SP failed to comply fully and sent bills for both addresses. C complained but SP did not investigate the issues raised.

The Ombudsman concluded C had experienced poor customer service and required SP to make an apology and goodwill payment in recognition.

2.15

C requested termination of one account and continuation of a second. SP failed to split the two and C was billed incorrectly for several months. SP later investigated and corrected the changes and included refunds and a goodwill gesture.

The Ombudsman considered the actions taken by SP were reasonable but delayed, resulting in unnecessary inconvenience for C. She required an apology and a further goodwill payment.

3.0 Broadband

3.1

C received a broadband service from SP but found that the system had persistent connection problems. C complained to SP about these and whilst SP did try to resolve the problems it failed to return calls that had been promised to C and to meet an assurance that the service would be satisfactory. C with-held payments for the service and explained to SP the reason for doing this. SP then sent C debt collection notices to C and C had to make further numerous contact with SP. C wanted the account to be cancelled and for the charges to be cleared.

Whilst SP initially felt that C should meet some of the outstanding charges on the account, during the course of the investigation it advised the Ombudsman that it had decided to clear all charges on the account. This effectively resolved the dispute over charging between the parties. SP also accepted that it should have done much more to try to resolve the problems C experienced.

The Ombudsman concluded that the complaint about charging had been resolved and SP should send C a letter of apology for the customer care failures.

3.2

C was moving house and requested that SP disconnect C's broadband service on a particular date, and re-provide this at C's new premises on another particular date. This was granted, yet C then found the broadband service to have been disconnected nearly one week early. SP accepted that this had been done in error, but that it could not be reconnected for a number of days. C was unhappy with this and complained to SP. C was escalated and offered a goodwill payment. C refused this. C also found that SP did not reconnect the service as promised. Again, C complained and an engineer eventually fixed the problem. C was without service for approximately one month and complained about loss of business during this period. SP maintained its offer but the matter reached deadlock. The Ombudsman welcomed SP's admissions in this instance as it was human error that caused the initial disconnection. In addition, a problem with SP's exchange caused further connection problems for C. The Ombudsman found that C had undoubtedly experienced frustration and inconvenience due to SP's error and she was satisfied that the goodwill credit was fair and reasonable recompense for this. In terms of loss of business, the Ombudsman found that C was a residential user. Therefore, although it was C's choice to utilise it for a business, SP was not liable to compensate for any loss of business due to this. As the Ombudsman was satisfied that SP had already offered a sincere apology to C, she required PS to retain its previous offer of a goodwill credit to C's account. The Ombudsman did highlight to SP however, the lack of information in its case notes for events that had clearly taken place.

3.3

C ordered a Broadband service from SP but was unable to establish a connection as work was required to the ISDN line. SP arranged for the necessary work to be undertaken but the first appointment was arranged for when C was on holiday. SP arranged a second appointment but C was unhappy about the delay in accessing the service. SP accepted the cancellation but did not action it for three months..

SP invoiced C for broadband fees. C refused to pay fees as a broadband connection could not be made. SP continued to invoice C and applied an early termination charge to the account. SP passed C's account to a debt collection agency. C continued to dispute the charges and was given a bad credit rating. C wrote to SP and SP agreed to clear all outstanding charges from C's account, recall the file from the debt collection agency and remove all adverse data from C's credit file. It also offered C a credit to the account as a gesture of goodwill.

The Ombudsman concluded that SP knew C had ISDN on line and was unable to obtain a Broadband connection, even though SP stated C's service had 'gone live'. Therefore, he considered it was unreasonable of SP to apply charges for the service, but did not consider the application of an early termination fee to be unreasonable.

The Ombudsman acknowledged that C had experienced a shortfall in customer service as SP did not always respond promptly to C's correspondence and there had been a considerable delay between C's cancellation request and SP cancelling the service.

SP was required to provide a letter of apology; maintain its offer of a goodwill gesture, but for this to be paid in the form of a cheque as C no longer has an account with SP, provide an additional good will payment in respect of additional customer service issues; and confirm that C's file had been recalled from the debt collection agency and all adverse data had been removed from C's credit file.

3.4

C agreed to SP's telephone and broadband service but after two months requested cancellation of the service due to disputed charges and also lack of connection to the broadband service. As C was within the minimum contract term, SP applied a termination fee for the remainder of the contract. C disputed this, but SP maintained the charges. The Ombudsman was satisfied that in this instance, SP provided C with the necessary details regarding its charges and also the contract C was entering in to. The Ombudsman was also satisfied that C had not provided SP with an adequate chance to resolve C's connection issues prior to C returning SP's modem. However, the Ombudsman did consider that C had received elements of poor customer service from SP and therefore required SP to provide C with a goodwill payment and apology for this, as well as provide C with a copy of the relevant Terms and Conditions.

3.5

C contacted SP with issues relating to broadband, connection problems, billing, MAC codes and poor customer services. SP recognised the loss of broadband service and offered a credit to reflect this. SP maintain that C did not contact it during a disputed period. The Ombudsman found clear evidence of contact from C and was concerned by SP's failure to log the contacts.

Therefore, SP was required to maintain its offer to send C a goodwill payment, send written confirmation that the account is fully closed with a nil balance, along with a letter of apology. SP should ensure that C is not sent any further invoices and also confirm in writing that no adverse credit details has been sent to any credit reference agencies as a result of this episode.

The Ombudsman recommends that SP undertake a full training review regarding the issue of logging call contacts to ensure that there is no similar circumstances of this nature in the future.

3.6

C contacted SP with issues regarding broadband, loss of service and poor customer service. SP recognised C's technical issues and offered a goodwill gesture.

The Ombudsman considered that C has been inconvenienced regarding the technical issues with the broadband and in his attempts to contact the company to resolve.

Therefore, taking into account the credit already offered by Toucan, the Ombudsman considers that Toucan should offer Mr Armstrong three months free broadband for the service along with a full written apology for his overall poor experiences to date.

3.7

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

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

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

3.8

C requested SP's broadband service and received the necessary paperwork. C was advised by SP that there were no usage restrictions and C found no reference to any usage restrictions within the paperwork. Therefore C agreed to the service. However, C soon realised that SP was capping the service at certain periods C complained about this and SP referred C to its Fair Usage Policy. C maintained that this was not what C had signed up for and also that there was no mention of it within the literature C had received. SP maintained that C could not cancel. In this instance the Ombudsman could only make a judgement on the evidence and information that was provided. The Ombudsman, although aware of certain providers having such a policy (including SP) she could find no evidence to suggest that SP had informed C of this prior to the agreement. In addition, the Ombudsman was also satisfied that C had received a shortfall in customer service from SO. Therefore the Ombudsman required SP to close C's account without penalty and with a zero balance, release C's line, provide C with an apology and ensure that C's credit rating had not been affected.

3.9

C agreed to SP's broadband service, but experienced many difficulties throughout with regards to the service. C maintained that C had never received the actual broadband service from SP at all. C claimed that the first modem to be sent was lost, that the replacement was faulty, and then the third was also never received. SP argued that C had not been fully compliant with its Technical Support team, in order to install the service. The Ombudsman found that although it was evident that C may not have been fully cooperative, and often reluctant, to take SP's advice, it was also clear that C had never been able to benefit from SP's service, due to the modem issues highlighted, that

were ultimately the responsibility of SP. The Ombudsman welcomed the credits that SP eventually applied to the account, but she considered that as C and not used the service, it should be cancelled without penalty and with a zero balance, and also that SP should also refund C any charges incurred for tat service to date. SP was also to provide C with an apology for ay shortfall in customer service received, and then ensure that it released C's line to enable the use of another broadband provider.

3.10

C experienced problems with the broadband internet service provided by SP. C called SP's Customer Services to report the problem. C was advised to call SP's Technical Support Department. C refused. Therefore the problems continued. C wanted the contract cancelled and all amounts outstanding waived.

The Ombudsman was of the opinion that it was reasonable for companies to expect customers to call its Technical Support Department to report problems before considering to allow them to cancel contracts. As C refused to discuss the matter, the Ombudsman felt SP was entitled to charge C as under the contract. No further action was required.

3.11

SP called C and offered its broadband service. C stated that C had previously ordered broadband and had been told that it was unavailable where C lived. SP maintained it could provide the service. C therefore agreed. SP was unable to provide the service. It took several months for SP to agree to cancel the service.

The Ombudsman required SP to close the account with no outstanding balance and to refund any payments C had made. SP was also required to make a goodwill payment to C to recognise the inconvenience caused to C, and the costs he had incurred pursuing C's complaint.

3.12

C subscribed to SP's broadband service. SP could not provide the service due to a technical problem. SP agreed to allow C to cancel the service without penalty. SP did not cancel the service for several months, due to another technical problem. As a result C continued to receive bills and was not able to subscribe to another service provider's service.

The Ombudsman was of the opinion that SP had caused distress and inconvenience because of the technical problems on the account. SP was required to ensure that all charges for broadband were removed from C's account, and to make a goodwill payment to C to recognise the inconvenience caused.

3.13

C accepted a trail for broadband from SP. However, there were problems with installing broadband and C decided to cancel the service. C complained to SP as C had been billed. SP agreed to refund the charges and a credit was applied and a statement was sent to C. However, C became confused as the statement seemed to indicate C's account was in credit, but this was not the case. C queried the bills, but SP failed to respond to one letter. C complained to SP and a goodwill offer was made by SP, but rejected by C.

The Ombudsman concluded that C had been corrected billed by SP, but C had been confused by the statement sent to show the credits SP had applied. Therefore, the Ombudsman concluded that there had been some poor customer service in this case, but that SP's offer was fair and reasonable. SP was required to re-offer the goodwill gesture to C and that C was liable for the outstanding balance owed on the account.

3.14

C ordered a broadband service from SP. C was sent the connection equipment and service was initiated. C then persistently complained about connection problems and felt that SP was not resolving the faults. SP then discovered that C was using a wireless router of a brand that it did not support, and not the modem it had supplied. After numerous fault tracing by SP working with other service providers, SP believed that the fault had been repaired, but C came back complaining that the fault persisted and wanting early cancellation of the service contract without penalty. SP arranged for a site visit by an engineer who discovered that the fault lay with C not inputting the correct user name and password. The connection problems were resolved when this was done.

The Ombudsman came to the conclusion that SP had provided the service in accordance with the terms and conditions of the contract and that it had fulfilled other terms that related to fault repairing. The Ombudsman concluded that as the fault lay with C and the service was now being properly received SP would be within its right to apply an early termination charge in the event of C cancelling the contract early.

SP told the Ombudsman that it accepted C had been inconvenience by connection problems and as a result it was prepared to offer a small goodwill gesture for this. The Ombudsman decided that it was appropriate that this offer be maintained.

5.0 Cancellation

5.1

C asked SP to cancel C's broadband service. SP would not cancel the service until it was paid up to date. C paid the account. There was a delay in cancelling the account. SP credited C's account with an amount to recognise the delay.

The Ombudsman was of the opinion that the amount SP had offered to C was adequate to recognise the delays it had caused. SP was also required to ensure the service had been cancelled.

5.2

C agreed to register for SP's telephone services. C later wanted to cancel. SP stated that if C wanted to cancel then C would have to pay a termination fee. C said that C had been told by C's sales representative that C could cancel at any time. C also complained that SP was charging C for services C had not requested.

The Ombudsman examined SP's contract and Terms and Conditions. The contract stated the term of the contract in several places. The Terms and Conditions specifically stated that if a customer cancelled before the end of the contract they would be liable to pay a termination fee. Therefore she felt that if C had read the Terms and Conditions that C should have known if the sales representative was misleading C. As C had signed the contract the Ombudsman felt that C was bound to the Terms and Conditions. There was evidence that SP was charging C for services not requested. SP was required to remove these services and refund all charges that C had been charged for them.

5.3

C ordered broadband and telephone services from SP, but then requested to cancel just after the cooling off period finished. C no longer required broadband as the computer had broken and needed to be replaced. SP stated that C was liable to pay the full twelve month contract, but C complained that this was unfair.

The Ombudsman concluded that C should pay a contribution to SP's costs and SP should clear the remaining balance. This was because C would not be able to use the service. However, C was liable to pay SP for any telephone and call charges until the service transfers to another service provider.

5.4

C upgraded a service from SP but it did not work due to system data being unavailable. C also reported a mechanical fault which SP could not repair. C then requested account termination and SP charged a termination fee.

The Ombudsman considered C had not given SP sufficient opportunity to redress the issues, but there had also been a shortfall in customer service. She required an apology and goodwill gesture. The Ombudsman also decided that if C decided to reject the proposed resolution, the termination fee should be payable.

5.5

C cancelled an account with SP but after the closing period SP collected a bill payment from C. It was established that this was because the account end came about in a part billing period therefore a further payment was required. SP attempted to collect the payment by DD and C complained that there was no DD in place. SP said an AUDDIS report had been made by the bank and that was why the collection was made. There was insufficient information to decide this issue. Complaint was also made that the set top box had not been collected and that a refund cheque was in the wrong name. The wrong name issue arose because C got married and thus there was a name change.

The Ombudsman required SP to nominate a member of staff to take ownership of this problem and to provide a full account from the time of cancellation. a letter of apology and a goodwill gesture was also required.

5.6

C cancelled broadband, television and telephone services with SP, but continued to receive bills.

The Ombudsman concluded that SP had failed to cancel C's modem which resulted in C continuing to be billed. She required SP to send C a letter of apology; confirm that C's account had been closed with a zero balance and provide a goodwill payment in respect of the customer service issues identified.

5.7

C disputed a termination fee levied by SP that was levied due to C having transferred away from SP's service. SP advised that its cancellation procedures and terms were advised at the start of the contract, yet C claimed that this was for the initial term of the contract, and did not apply after this amount. C also claimed that C had not received a copy of SP's Terms and Conditions. C had highlighted to the Ombudsman the reasons for C's initial cancellation and although this was noted, those issues could not be investigated as they were outside of the Ombudsman's Terms of Reference. The Ombudsman found, from the evidence provided, that C had agreed to SP's contract and that the relevant literature would have been available to C, who did not contact SP at any stage prior to the complaint, about its Terms and Conditions. This was over a year and a half after the contract started. C claimed SP had not responded to either of C's letters of complaint yet the Ombudsman did find this. However, she did find that C did not actually respond to the main points of C's complaint (the termination fee and cancellation process) in its second response. Therefore a letter of apology was required for this. SP had advised that the outstanding amount related to its service charges and termination fee only, yet the evidence suggested that the current outstanding balance also included certain administration charges. SP had also confirmed it would remove the debt from its collection agency, yet it was apparent that this had not happened. Therefore, the Ombudsman required SP to remove the debt from its collection agency, reduce the outstanding balance to reflect the applicable service and termination charges only, and also ensure that once full payment had been made, that C's credit rating was updated.

5.8

C had SP's services and was under contract with a minimum contract term, but then C moved house and SP advised it could no longer provide C's services. C therefore requested cancellation of the services and SP advised of an early termination fee for this. C disputed this fee and complained to SP, but its position was maintained. The Ombudsman found that SP not being in a position to transfer C's services was a commercial decision, and was also satisfied that C was under contract for services at the account address. Therefore, SP was correct to levy an early termination fee as C requested disconnection of the services. The Ombudsman did find that C had received an element of poor customer service from SP during the complaint, and therefore required OS to provide C with an apology for this.

5.9

C contacted SP via telephone to terminate all services and followed this up via letter. Despite doing this SP didn't terminate the services and instead billed C. The Ombudsman examined SP's call logs and noted it couldn't find any evidence that C had contacted it to cancel, but she was of the opinion that C's supporting evidence was sufficient to prove on the balance of probabilities that the account was requested earlier to be terminated. The Ombudsman required SP to provide an apology to C for a shortfall in customer service levels; to provide C assurance that C's account has now been fully closed displaying nil balance; and to provide C assurance that no adverse information has been recorded against C's name in relation to the matters raised in his complaint, and if any has, it has now been removed or amended.

5.10

C contacted SP via telephone to terminate all services and followed this up via letter. Despite doing this SP didn't terminate the services and instead billed C. The Ombudsman examined SP's call logs and noted it couldn't find any evidence that C had contacted it to cancel, but she was of the opinion that C's supporting evidence was sufficient to prove on the balance of probabilities that the account was requested earlier to be terminated. The Ombudsman required SP to provide an apology to C for a shortfall in customer service levels; to provide C assurance that C's account has now been fully closed displaying nil balance; and to provide C assurance that no adverse information has been recorded against C's name in relation to the matters raised in his complaint, and if any has, it has now been removed or amended.

5.11

C was an existing telephone customer of SP, but after it contacted C agreed to a further broadband service. C then complained that there was a delay with the installation, with the modem not arriving until some time after the agreed installation date. The SP acknowledged there was some mix up over the installation but it concluded that it hadn't

breached the Terms and Conditions of service. C requested cancellation of the broadband service without charge and with all charges refunded to the account.

The Ombudsman believed the initial delays had led to an unfortunate lack of confidence in the customer, and as C had not used the service, she concluded in the circumstances that it was unreasonable for SP to expect any payment in respect of a service C no longer wanted. In resolution she required the SP to send a letter of apology, cancel the broadband account without penalty, with all charges refunded, and up to date billing information provided.

5.12

C transferred to another SP, but continued to be billed by the previous SP and considered that money had been incorrectly taken by Direct Debit from his bank account. C did not think the SP responded to his complaint appropriately.

The Ombudsman concluded that two of the amounts disputed by C were actually credits to his account, rather than debits, but required the SP to confirm to C that the amounts had been paid into his bank account. The Ombudsman noted that C had continued to be billed for equipment rental, but considered there was insufficient evidence to establish whether or not C had requested the cancellation of this service when he transferred to a new SP. However, she welcomed the SP's offer to refund C for the equipment rental charges that had been made since his transfer and required the SP to maintain this offer and send a letter of apology in respect of poor customer service C had experienced.

8.0 Customer Service

8.1

C asked the SP to carry out a certain action. The Ombudsman noted that although the SP made attempts to carry out the action it did not do it in the appropriate manner. The Ombudsman noted instances of poor service levels. She required SP to provide C an apology, goodwill payment and confirm the contract value of C's accounts as initially requested by C.

8.2

C complained that SP failed to observe a request made of it. C complained several times, but SP failed to respond or take the action required on several occasion. SP refunded the termination fee but later stated that it did not consider C should be released from the contract without penalty.

The Ombudsman considered C had experienced very poor customer service and had grounds to transfer to a new service provider. He required an apology and termination of both of C's accounts without penalty.

8.3

C asked SP to disconnect its services but SP carried out the action too early. SP restored the service but charged a reconnection fee. The service was then cancelled correctly but SP continued to bill C. C disputed the reconnection fee which had only been applied due to SP's error. C also disputed the continued billing. C calculated the amount owed and asked SP to provide a correct final bill. SP failed to respond. Log notes provided for the Ombudsman by SP supported all of C's claims.

The Ombudsman was of the opinion that there had been a shortfall in customer service and SP had failed to act on requests appropriately. SP was required to issue an apology, provide a goodwill credit and to credit all charges billed incorrectly.

8.4

The Ombudsman concludes in accordance with the terms of agreement that the cash back agreement made between C and the dealer is an agreement that SP is not party to and as such is unable to take any action over. The Ombudsman notes that C was advised of the above and there are no records that suggest SP would honour the cashback payment. The Ombudsman found no evidence of a shortfall in customer service on this case and requires no further action.

8.5

C requested an ex directory service from SP which failed to carry out this instruction. In this particular case C had an injunction to prevent a particular person from publishing C's personal details. During the proceedings the Defendant in these proceedings had relied on the fact that C's details had been published. When questioned about its failure to keep the details unpublished SP stated it had forgotten. Numerous complaints to SP went unanswered. The Ombudsman found all of the circumstances to amount to poor customer service. The impact of the mistake caused a great deal of out of pocket expense and C to move home.

The Ombudsman required SP to allow C to cancel the contract without any penalty being applied. In addition SP was to provide written confirmation, an apology and a goodwill gesture.

8.6

C claimed that SP had failed to provide a service for some considerable time and asked for a refund of the payments made. SP refused this request because the service had been made available but not used due to C's inexperience. Log notes supported this claim. C claimed that SP had failed to respond to written complaints but only one had been sent and SP had not logged receipt of the complaint. C complained that SP had

failed to take ownership of the complaint. Log notes supported this claim and therefore some action was required of SP.

SP had already applied a goodwill credit but the Ombudsman required SP to issue a further small credit in respect of the shortfall in customer service.

8.7

C complained that Friends and Family numbers were applied incorrectly on an account with SP and included C's own number. Copies of the list of numbers were required and further complaint was made that C had been placed on Option 1 with SP when the account should have been a standard line rental account.

It was explained that the Friends and Family list included C's own number as an added benefit in case C needed to call home and that it was not included instead of a nominated number. It was also explained that Option 1 could not be taken off the account as this is the basic package provided by SP.

no further action was required by the Ombudsman.

8.8

C disputed international calls. C claimed that the line was not capable of carrying international calls and asked SP to investigate. SP acted on the request and advised that there were no faults. SP also asked for payment of the bill. C failed to make payment for several months and SP finally disconnected the service. C claimed that SP had acted unreasonably as the service was required in medical emergencies. However, there was no indication that C had reported the emergency to SP. C then claimed that SP had failed to respond to letters of complaint. SP only received one letter and issued a response and goodwill payment following the investigation carried out as a result of that letter.

The Ombudsman was satisfied that SP had addressed the issues raised by C and that the remaining charges were valid. The Ombudsman noted that C had made no effort to pay the account and therefore the decision to disconnect the service was reasonable. No further action was required of SP and C was advised to seek a payment plan to clear the balance.

8.9

C agreed a package with a third party retailer after confirming the offer with SP. C was assured that the Direct Debit could be cancelled but claimed that SP had not advised that a termination fee would apply if cancelled early. C cancelled the package, incurring the termination fee, because SP had failed to promptly and effectively investigate a query regarding an unwanted package charge. C claimed that SP had referred the matter back to the incorrect third party retailer.

The Ombudsman noted that SP had advised that the Direct Debit could be cancelled but there had been no mention of cancellation of the service. Therefore the Ombudsman considered the termination fee to be valid. Despite this SP did not apply the fee. The Ombudsman also noted that SP had in fact investigated and removed the package that C disputed. All charges had been credited back for that service. In view of the action taken the Ombudsman was satisfied that SP had taken all reasonable steps and no further action was required.

12.0 Disputed Charges

12.1

C asked SP to change her details as C was moving address. SP did not action the request. C later received a bill from the telephone line provider for the calls. The call charges were higher than C's SP. SP agreed to refund the difference. The Ombudsman welcomed the proposal and required SP to provide C a goodwill gesture payment for not taking ownership of C's complaint.

12.2

C ordered a service from SP which was not available. SP failed to notify of the cancelled order, causing C to waste time waiting for an appointment. SP applied credits to the account for the cancelled service and withdrew those that no longer applied. C believed that SP had charged for the service and sent a letter of complaint. SP responded but C claimed that the letter was not received.

The Ombudsman was of the opinion that SP had acted appropriately in all respects with the exception of its failure to advise of the cancelled order. SP was required to issue a small goodwill credit and a letter of apology. All remaining charges were considered to be valid and payable by C.

12.3

The Ombudsman concludes no evidence was made available to prove C returned the handset, and as such SP has lost the value of the handset and the commission value of the sale. C did not follow the returns policy and C needed to obtain a deactivation code to complete the process. The Ombudsman notes that C incurred call charges and line rental. The Ombudsman considers SP was correct to maintain these charges in accordance with the contract.

The Ombudsman considers that there has been a shortfall in customer service at times on this case and welcomes SP's offer to cancel the account and clear the early termination fee and handset costs in goodwill. On receipt of C's payment of the balance of the account the Ombudsman directs SP to mark C's credit history as settled.

12.4

Based on the evidence made available to the Ombudsman by both parties to the complaint, the Ombudsman considers SP did not receive C's request to cancel the account and it therefore remained active. On receipt of C's cancellation request a year later, the Ombudsman notes SP advised C it would contact C about its cancellation procedure and it provided an outstanding balance. SP correctly advised C it would maintain line rental charges for the period of notice. The Ombudsman notes that SP did not reply to C's final letter of complaint as promptly as it had previously done with other correspondence, however, she found no evidence to support C's claims of other customer service failings.

The Ombudsman welcomes SP's offer to backdate the effective date of closure if C provides evidence of proof of postage of the initial cancellation request. She requires no additional action taking in respect of this complaint.

12.5

The Ombudsman concludes C cancelled the digital line and internet services on that line, however SP failed to close the dial up account and continued to charge for the service. The Ombudsman considers this to be a service failure. SP collected two payments from C's account and after cancelling the Direct Debit, then the account was passed to a debt collection agency for recovery action.

The Ombudsman notes C actively sought resolution to the complaint by letter and telephone to no avail. She considers C incurred costs and suffered inconvenience.

In summary the Ombudsman directs SP to reimburse C, by cheque, any payments made after the cancellation of the line; issue a formal letter of apology for the customer service issues raised; and recall the account from the debt collection agency and provide a written assurance that C's credit history has not been adversely affected by its actions.

12.6

C received a higher than normal bill due to charges to an 0871 and an international number. C disputed these charges and complained to SP. SP responded to C with an explanation and advice, but maintained the charges. C continued to complain but the matter reached deadlock. The Ombudsman found that there was a point at which it was reasonable for SP to have alerted C to the calls and taken action. However, it was evident that SP had done so, which prevented any further calls from being made. Therefore, the Ombudsman was satisfied that SP had provided C with the appropriate duty of care for this aspect, yet it was also evident that C had experienced a failed call back. Therefore, the Ombudsman required SP to provide C with an apology for this, but could see no reason to say why SP should be liable for the cost of the disputed calls.

12.7

C complained to SP that an account had been split. SP responded to the letter but did not address all issues. C claimed that SP failed to respond at all but SP provided proof of two letters sent. C also complained that the service had not been available for a significant period and asked SP for a refund. SP explained that the service was restricted due to non-payment and therefore the balance was valid. SP also explained that as the payments had not been made a refund was certainly not due. C complained about the price increase but SP advised that it was simply an annual charge increase in line with the standard of service provided.

The Ombudsman noted that it was a commercial decision for SP to increase its prices and no action was required in respect of this. The Ombudsman was also satisfied that the restriction on the service was reasonable given C's failure to pay the account. As such the refund requested was not required of SP. However, the Ombudsman did consider that there had been a shortfall in service in respect of the lack of response to all issues raised by C. SP was required to issue a letter of apology and provide a small goodwill credit. Once the credit was applied the Ombudsman could see no reason why SP should not pursue payment of the account balance.

12.8

C complained that a refund was due for an account that was not requested, which had been automatically billed for some considerable time. SP agreed to make the refund, but C complained that it failed to do so.

The Ombudsman considered C had experienced poor customer service and required an apology and goodwill payment.

12.9

C solicitors claimed that SP advised that C owed no further money. C however continued to be billed by SP. Solicitor sent letters to Sp but received no response. SP said that C was liable to pay account until the end of the 12 month contract. SP advised it had not advised solicitor that C owed no further money. SP said it had not received authority from C's solicitor for it to act on C's behalf. Sp said it was willing to remove the outstanding balance.

The Ombudsman said that SP had acted to the best of its ability as it had no authority from C take action requests from solicitor. SP to honour its offer to remove the outstanding balance and to send C a letter to confirm.

12.10

C contacted SP via telephone to terminate all services and followed this up via letter. Despite doing this SP didn't terminate the services and instead billed C. The Ombudsman examined SP's call logs and noted it couldn't find any evidence that C had

contacted it to cancel, but she was of the opinion that C's supporting evidence was sufficient to prove on the balance of probabilities that the account was requested earlier to be terminated. The Ombudsman required SP to provide an apology to C for a shortfall in customer service levels; to provide C assurance that C's account has now been fully closed displaying nil balance; and to provide C assurance that no adverse information has been recorded against C's name in relation to the matters raised in his complaint, and if any has, it has now been removed or amended.

12.11

Under a sales promotion C asked SP to open an account. SP did this but did not apply a credit that C felt C was due under the sales promotion. C then discovered that SP had not arranged for payments to be made by Direct Debit as C wished but had tried to take a payment by means of Credit Card details SP had from a previous account C had that had been closed. SP then applied late payment and non- Direct Debit payment fees to the account. C complained to SP. SP told C that C was not entitled to the promotional credit as C had been an existing customer. SP did not provide C with a response over the payment methods. C withheld part of the payment due on the account and asked SP to close the account. SP did not close the account but sent C further billing for advanced line rental.

The Ombudsman decided that C was not an existing customer at the time C had opened the new account and under the promotional offer C was entitled to the appropriate credit. The Ombudsman also decided that it was SP's errors that had brought about the additional fees and SP should withdraw or credit these to the account.

The Ombudsman also concluded that SP should have closed the account when C asked for this and it should present C with final billing taking into account the credit that should be applied. The Ombudsman commented that there had been administration failures on the part of SP that had caused inconvenience and cost to C had to redress this SP should make a small goodwill gesture to C and send C a letter of apology.

12.12

The Ombudsman notes that C only became aware of the billing issue eighteen months after it first began. The Ombudsman considers SP activated a bolt on text service at a charge without C's agreement. The Ombudsman considers that there is an onus on C to have checked the accounts during this period however, she considers SP's administrative error was a service failure. The Ombudsman notes that C's sister upgraded the account, however as she was not the account holder the Ombudsman is concerned that this issue raises Data Protection concerns. The Ombudsman also notes that SP might have been alerted to the bolt on issue then.

C has since upgraded the account, however the Ombudsman found no evidence that SP has breached its contract. The Ombudsman can find no justification to release C from the existing contract.

In summary the Ombudsman directs SP to make a goodwill credit to the account for the total amount of the charges added without C's authority for the entire period up to the effective date of the upgrade; recalculate the bills without the bolt on text bundle for the period up to the upgrade, and maintain the charges for the texts used during this period (if they are chargeable under the package C originally agreed to).

12.13

C received a higher than usual bill from SP and found that although C had been using a phone card in order to make certain International calls, some of those calls were being routed through SP's network. C complained to SP about this and highlighted that it may have been due to an earlier fault. SP maintained the charges and advised that the calls could not have been automatically generated and that no faults reported on C's line could have made chargeable calls. From the evidence provided the Ombudsman was satisfied that SP would not have been responsible for calls being generated over its network and also that it would not have been alerted to such calls. Furthermore, the Ombudsman also found that similar calls had been billed to C previously that had not been disputed or reported. The Ombudsman therefore required no further action from BT and urged C to contact the company responsible for the phone card.

13.0 Equipment

13.1

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 fulfill 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.

14.0 Faults (Equipment)

14.1

C complained that a fault was experienced with a TV service that lasted for three weeks before SP sorted it out. Complaint was also made that a TV cable package was ordered after C was told it would be a certain amount per month but when the bill was received noticed it was for a lot more than agreed. SP produced records to show that C only reported the fault ten days before it was resolved and that it had provided a credit for the time that the fault was experienced. SP also explained that the extra cost was involved because C had to have a base package before the specialist channels could be provided.

The Ombudsman required SP to provide copies of correspondence that C did not seem to have received and a full statement of the account showing the credit.

14.2

SP recalled handsets after a fault was discovered. SP replaced the handset with an upgraded model. C received the handset. C's SIM card would not work in it. A replacement SIM card was issued. The number on the SIM card previously belonged to a customer who had their phone stolen. C received calls from the previous owner, accusing C of stealing the phone. C reported this to SP. SP gave C their old number back, and offered a goodwill payment. C rejected the offer. C damaged C's phone. SP provided a replacement as a gesture of goodwill. SP asked C to return the damaged phone. C refused.

The Ombudsman was of the opinion that the goodwill payment SP had offered to recognise the distress C had been caused was appropriate. She was also of the opinion that SP was entitled to expect C to return the phone. SP was required to explain C how to return the phone to C.

14.3

C ordered installation of an additional line for broadband use from SP. SP installed the line but C then experienced considerable connection difficulties which C persistently reported to SP. C was given mixed messages by SP as to the cause of the fault and advised C that the fault had been rectified when in fact it had not. After some 22 days the fault was discovered to lay with the modem and this was replaced by SP. C was self employed and in addition to C's concerns about the level of service C received from SP, C said that C had suffered businesses losses by the inability to connect to the Internet. SP told the Ombudsman that the problems had been rectified and that it had offered/made goodwill gestures to C which included refunds of line rental, and credits for future payments.

The Ombudsman noted that under the conditions of the broadband agreement, SP did not have to provide compensation for businesses losses, and the only compensation SP need to give was to refund daily line rental in the event of loss of service. The Ombudsman noted that SP had made an offer that was over and above what it was required to make. The Ombudsman was of the opinion that there had been customer

service failures on the part of SP but the offer that SP had made adequately addressed these and she directed that SP should maintain them. In addition to this, the Ombudsman decided that SP should send C a letter of apology.

15.0 Faults (Line)

15.1

C says that SP did not provide services in the way C had ordered. Therefore, C requested that SP cancel C's services without penalty and to refund all charges. SP said that C had not reported the problems for several months after they were installed. SP felt SP had provided the services as ordered. Therefore, SP would not refund all charges, but as a goodwill gesture allowed C to cancel the contract without penalty. There was a delay in SP cancelling the account.

The Ombudsman agreed that if the services were not to C's requirements then C should have reported this to SP far earlier. As a result, C's version of what had initially been agreed was open to question, and it was felt that SP should not be required to refund all charges. SP was required to ensure that a credit default had not been registered as a result of the delay in cancelling the account.

15.2

C had poor service on a telephone line. Despite being reported the fault lasted over three years although it became worse during the six month period prior to the complaint being made to the Ombudsman. During this time the permanent repair date was constantly pushed back causing further frustration. The fault also meant that the internet service that was provided by a different SP could not be used.

The Ombudsman required a goodwill gesture to be provided.

19.0 Installation

19.1

C ordered both a telephone and broadband service. When the telephone was installed SP was unable to install the broadband service at the same time but it did bring forward the installation. Problems were present in the broadband for four days. SP provided a substantial goodwill gesture and offered a further smaller one. C refused this and demanded substantial compensation. C had a business agreement with SP and an AFL pack was offered. This was refused.

The Ombudsman felt that SP had acted appropriately and required SP to repeat its offers and recommended that C accept the offers.

19.2

C moved address and arranged for a line to be installed at the new address. There was a delay in SP providing the new service as new cabling had to be installed. This meant that surveys had to be carried out and notice of the work was required as it was to be on a traffic sensitive street. C asked for compensation. SP refused this as it had acted within the terms of the contract. C was not considered eligible for the compensation scheme.

The Ombudsman accepted that C was not eligible for compensation. A goodwill gesture had been provided by SP to reflect the inconvenience and this was considered appropriate in the circumstances.

19.3

C disputed installation charge with SP. C also did not receive broadband. C sent letters to Sp and received no response. SP said that the installation fee was correct as a new line was installed.

The Ombudsman said that she could not say why an installation fee had been charged when it appeared there was already existing wiring into the property. As Sp did not investigate this further the ombudsman requested that SP remove the installation fee as goodwill. SP to also refund any broadband charges charged to C since moving address.

20.0 International Call Charges

20.1

C lost C's handset and subsequently incurred a much higher than normal bill due to unauthorised usage and international calls having been made. C was unaware of this and by the time C informed SP, it had already placed a bar on to the account. C complained to SP and it agreed to credit C's account with a goodwill payment due to the circumstances. However, C argued that SP should take more responsibility for the calls. C complained to SP and the matter reached deadlock, with SP requiring payment of the outstanding balance. SP received no further contact from C and therefore continued to levy service charges, until it terminated the account for non payment. Eventually C referred the matter to the Ombudsman. The Ombudsman was of the opinion that any call limit that may have been in place on C's previous account (SP had recently taken over C's previous provider) was not a guarantee to control call usage; furthermore, it was clear that SP required customers to alert it to any lost/stolen handsets, as soon as possible. It was clear that C did not do this and that SP had taken action based on the usage incurred. However, the Ombudsman studied the billing history and the itemization

of the disputed bill, for the unfamiliar usage. The Ombudsman found that the disputed bill was significantly greater than other of C's previous bills. In addition, the Ombudsman found that the call charges incurred were so substantial within a given period, including charges for individual calls, that she found it reasonable to expect SP to have been alerted to this at an earlier stage. It was clear that SP had already credited the account, however, the Ombudsman further required SP to provide another credit to the outstanding balance, based on this. The Ombudsman pointed out that the goodwill credit took in to account both the fact that SP had already credited the account, and also that C was ultimately responsible for the handset.

22.0 Internet Connection

22.1

C took a broadband service with SP. This service always ran slowly and only achieved half of the speeds that it should have. C wanted to cancel the contract because of this. SP did tests and agreed to this and to provide half of the broadband charges it had collected.

This was considered appropriate but it was also felt that there had been an element of poor customer service and that this should be marked with an apology and a small goodwill gesture.

24.0 Mis-selling

24.1

C was visited by SP's Sales Representative and agreed to obtain services from SP as a result of information the Representative gave about savings. SP sent C a 'Welcome Pack' which contained confirmation of the order. C realised that the confirmation sent to C was not what C had agreed to with the Sales Representative and C called SP repeatedly to cancel the order. Although SP sent C leaving letters, it did not cancel the service and a transfer took place. C went to another service provider who contacted SP to advise of disconnection. SP then closed the account. C sent letters of complaint about mis-selling to SP and wanted compensation for the inconvenience SP's actions had caused. SP did not reply to the letters.

SP told the Ombudsman that it accepted there had been customer service failures in the case and that it was prepared to send C a letter of apology and make a goodwill gesture. The Ombudsman commented that there were aggravating features in this case which she had to take into consideration in deciding on an appropriate goodwill gesture that SP should make. She came to the conclusion that as a result of these factors SP should increase the goodwill gesture it had offered and fulfill its offer to send C a letter of apology.

24.2

C entered into an agreement with SP under what C believed was a cash-back offer. Although SP sent a letter to C acknowledging C's order, it did not provide C with written confirmation of the order. C contacted SP on several occasions asking for this to be sent but it never was. Following C's complaints SP sent a letter to C advising C that the deal had been for a credit-back arrangement and not a cash-back one. C disputed this.

The Ombudsman came to the conclusion that as SP had not provided C with written notification of the agreement, as it was required to do under the Distance Selling Regulations 2000, C was able to cancel the contract if C wished without incurring any early termination penalty.

In the Ombudsman's opinion the wording of the description of the product would infer that a cash-back would be received and it this is what C believed, and C wished to continue with the contract, then SP should honour it.

The Ombudsman also concluded that there had been failures on the part of SP to appropriately deal with C's complaints and to redress this SP should make a goodwill gesture to C and send C a letter of apology.

24.3

C contacted SP with issues relating to mis-selling, tariffs, and poor customer service. SP maintain that the account was set up after the bye out of another company. SP accepted that a poor response was received by C to letters sent.

The Ombudsman was satisfied that C has made a written request to SP to either maintain the current tariff or not to supply his service and this has not been actioned by the company. C has also not received a level of customer service normally expected.

Therefore, SP should cancel C's service in full and clear any charges raised and offer a goodwill gesture payment, by cheque and a full written apology. SP should send C written confirmation that the account is fully closed with a nil balance.

24.4

C contacted SP with issues relating to mis-selling, being mis-advised, delays, disputed charges and poor customer service. SP stated that the charges were correctly raised and stated that the initial sales advice could not be substantiated.

The Ombudsman understood the frustration C has experienced, however the claims of being mis-advised at the point of sale by a third party retailer cannot be commented on as it is outside of her terms of reference. C was advised to take this issue up directly with the retailer responsible for redress. The Ombudsman considers that overall that the failure of SP to apply an early termination fee addresses any service shortfall C has

received. The Ombudsman is satisfied that C has been correctly charged for monthly service fees.

Therefore, SP should send C a full breakdown of the outstanding balance along with an apology for the customer service shortfall.

24.5

C contacted SP with issues of mis-selling, delays, tariffs, service transfer and poor customer service. SP maintained that C had signed up legitimately for the correct tariff and that the service was transferred correctly. SP accepted a service shortfall with no response being received to correspondence sent.

The Ombudsman was satisfied from the evidence provided that SP has no accountability for any alleged business losses claimed by C. However, C has not received a level of customer service normally expected and did not receive a response to letters sent to the company. This is a service shortfall.

Therefore, SP was required to send C a goodwill gesture payment by cheque for the overall poor experiences and a written apology for not responding to the sent correspondence.

24.6

SP contacted C and offered its telephone and internet services. C did not agree to the offer. Over several weeks SP continued to call C on a daily basis. Eventually C agreed to the services to stop SP calling. Once the transfer had been completed, C was not satisfied with the service, as it was not as had been described by SP. C asked to cancel the contract. SP informed C that C would have to pay a cancellation fee.

The Ombudsman considered that the way SP had sold the services amounted to harassment, which was totally inappropriate. She also agreed with C that SP had not provided the service as promised. Therefore, SP was required to cancel the services without penalty.

24.7

C received a sales call from SP, offering SP's telephone services. C stated that C had asked SP to send C written information, so C could consider the offer made. SP stated that C had agreed to the offer. SP arranged for the transfer of C's services. C received a bill from SP, and complained. C also arranged for the transfer of C's services. SP charged C a termination fee.

The Ombudsman listened to the sales recording. She was of the opinion that C had not asked for the transfer, and had only requested information. C had not been charged more by SP than C's previous supplier. Therefore, the Ombudsman required SP to

waive the termination fee and send a cheque to C as a goodwill gesture to recognise the inconvenience caused.

24.8

C was mis-sold the telephone system by SP's sales representative. As a result C incurred extra costs. C also experienced delays in getting the system installed. The Ombudsman found no evidence of mis-selling as the discussions were held verbally. She found instances of poor customer service levels and required SP to provide C an apology and a goodwill payment.

28.0 Payments

28.1

C took out two mobile contracts via a third party retail store over SP's network, under the impression that the contract were for business use. However when SP took payment, C found that SP had debited C's personal bank account, and not business. C complained to SP and requested a change to C's payment details. SP initially advised it would do this, however it was not actioned. C complained again, and then SP advised that it could not action C's request as the account were not business accounts. C maintained tat the account taken out were business. SP advised C to go back to the retailer. C continued to complain to SP and SP investigated the matter with the third party and offered to alter C's contract to a business contract for a fee, but C refused this. SP then maintained its position in writing. As the Ombudsman had no jurisdiction over the third party, she investigated this dispute in relation to customer service elements only. SP accepted tat following C's initial contacts, it misinformed C regarding the changing of C's payment details and proposed a remedy to the Ombudsman for this, and also any shortfall in customer service and costs incurred as a result. The Ombudsman found that this was the case, but that the remedy proposed by SP was fair and reasonable recompense. The Ombudsman required SP to carry out its proposed actions for each of C's accounts and to also provide C an apology for any misinformation it provided C. As a further requirement, SP was required to provide C with VAT invoices to date for both accounts. The Ombudsman urged C to make the necessary payment to SP in order to change the accounts to business ones.

29.0 Premium Rate Services

29.1

C contacted SP with issues relating to PRS call charges. SP maintained the charge as correct.

From the evidence provided, the Ombudsman could not find any other indication to suggest that the call charge had been correctly raised and should be met by C. The Ombudsman also found SP's offer to reduce the debt by 50% helpful.

Therefore, SP should maintain its offer to clear 50% of the call charge. No other action is required.

29.2

C contacted SP with issues relating to PRS calls being raised, rouge dialler and poor customer services. Sp did not directly comment on this issue to the Ombudsman.

On looking at the evidence provided, the Ombudsman concluded that SP was not at fault in any way for the charges raised and had responded to C in a timely manner. Therefore, no further action was required by SP in this case.

34.0 Service Transfer

34.1

C was a customer of SP, but had been actively trying to transfer C's services to another provider. However, despite several attempts, C was being advised by C's new provider, that SP was rejecting its requests. Therefore, C complained to SP about this. SP maintained that it had not received any requests from the new provider about the transfer of the line. During the complaint, SP advised that a successful request had been placed and the service was transferred, but SP maintained its position as to earlier requests. The Ombudsman explained the process of service transfers to C as it was possible that this may have caused confusion between the parties involved. The Ombudsman could find no evidence to suggest that SP was at fault, and could all but urge C to contact the other provider to investigate the matter.

34.2

C had direct debit problems with SP and requested cancellation but asked to be informed of termination date. Service was cut off without prior notice. C sent letters but received no response. SP said it could not say what the direct debit problem was. SP admitted that SP had received poor customer service as it had not contacted C to inform of when line would stop and to contact another SP so that service would transfer smoothly.

The ombudsman said that C had received poor service from SP. Sp to send C a letter of apology, refund any non direct debit fees and award a nominal goodwill payment.

34.3

C asked SP to transfer C's services to C's new address. C said that SP had informed C that there would be no charge. SP subsequently charged C for the transfer. C complained. SP agreed to put the account on hold while it investigated the complaint. SP then suspended the account. SP eventually told C that its records showed that C had been informed of the transfer charge.

The Ombudsman agreed that there was evidence to show C had been informed of the installation charge. However, as SP had suspended C's account after undertaking to put it on hold, SP was required to clear all charges for the period the account was suspended, and make a goodwill payment to C to recognise the inconvenience caused.

34.4

C contacted SP with issues relating to loss of service, compensation, and poor customer service. SP recognised the loss of service and offered goodwill and refunds to reflect this shortfall. The Ombudsman was satisfied with the offer made by SP. However, C had not been compensated for the loss of the telephony service.

Therefore, SP was required to maintain its offer of a rental rebate of broadband charges for the period the service was faulty, 3 months free broadband rental as a gesture of goodwill, a refund of the call divert charges, refund the cost of her calls to SP upon attempting to resolve the complaint, compensation for the loss of telephony services and a letter of apology.

36.0 Tariffs

36.1

C requested a service from SP, but complained of being assigned an incorrect one. SP investigated and found C was on an improved tariff, which had been explained as being at no extra cost.

The Ombudsman considered the actions taken by SP were justified and that there had been no significant shortfall in customer service. She recommended C accepted the improved tariff, following SP verifying that it would cost no more.