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## **2.0 Billing**

### **2.1**

C received a reminder letter and complained to the Supplier that they had not received the original bill. C's services were suspended as they were late making a payment. The Supplier explained the bill had been sent and it was unknown why C had not received it. The Supplier restored C's services once a payment had been made. C experienced a poor level of customer service. The Supplier made a goodwill offer, which C declined.

The Ombudsman considered it remained inconclusive as to why C had not received their bill. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman considered the Supplier's goodwill offer to be reasonable. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

### **2.2**

C's Direct Debit (DD) payments to SP for a mobile phone account failed and this caused C to incur bank charges and make a payment by other means. C's DD arrangements were reinstated but then further problems arose as C did not meet charges outstanding on the account. SP began to place bars on the account which were removed on each occasion that a payment was made. However, call charges applied to the account escalated and when these were not met, SP cancelled the account and referred the matter to a Debt Collection Agency which caused a credit reference default to be raised against C. C complained about this but SP maintained that the charges were valid and the action it had taken was in accordance with its terms and conditions of service. C complained to the Ombudsman.

The Ombudsman could find no evidence to support C's claims that the charges were not valid and she was of the opinion that C was responsible for the outstanding balance on the account. The Ombudsman examined SP's terms and conditions and concluded that the action it had taken had been within them, the default had been correctly raised and there was no evidence to show that SP had acted inappropriately. She therefore directed that SP need not take any further action.

### **2.3**

C received a large bill from SP and disputed this as C had previously placed a call limit on the account in order to prevent this from happening. However, SP maintained the charges and as C had withheld payment, then suspended the account and instigated Debt Recovery Agency proceedings. C continued to complain to SP but it maintained its position.

In this instance, the investigation was satisfied that customers should not rely on call limits or such tools as a budget for their spend. It was found that although C was aware of the high bill, and had previous history of similar instances, C continued to use the handset until the account was suspended. However, the investigation also

considered that by placing such a low call limit on the account, and also the fact that C may have been mis-advised about the tool, was a shortfall in customer service and did not show a reasonable duty of care, considering that SP was aware such call limits could not always be guaranteed. In addition, the investigation found other elements of poor customer service that C had received. Therefore, it was proposed for SP to apply a goodwill credit to C's outstanding balance, provide C with an apology and also make arrangement to send C's handset back to C, as this had been sent in for repair.

## **2.4**

C gave SP written notice of cancellation of a mobile contract and a change of address. The SP failed to change the address on the account and sent a final bill to the old address. The C did not receive notice of this until C received a letter from a debt collection agency at C's new address. C made payment of this immediately but continued to be pursued for payment.

The SP said that it had advised the debt collection agency to close the account but it took some time for the agency to update its records. The C had a default on the credit file which SP removed but it refused to remove the late payment marker as it considered that it reflected the handling of the account.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused in being chased for payment after settling the account. She also required that the SP remove the late payment marker as C had paid the invoice as soon as C received notice of payment at C's new address.

## **2.5**

C moved house but was unable to connect to the broadband service but received bills including broadband charges. C also received a bill containing charges due from the previous occupier. C cancelled the Direct Debit and made payments by cheque for the telephone service. C then wrote to cancel all services. SP credited the broadband charges SP did not cancel the telephone service and continued to bill C. C disputed the amount claimed but did not get any reply. C complained to Otelo.

The Ombudsman considered that C had effectively cancelled all the services from SP and required SP to provide a goodwill credit for the outstanding balance on the account and to send written confirmation that the account balance was cleared and the account closed.

## **2.6**

C received final bill from SP with late billed calls. C requested an itemised call list before making payment. C did not receive this for four months and by that time the debt had been passed to a collection agency. C requested compensation for the poor service received and that C's credit file was not affected. SP said it had had a billing system error that caused C to be billed late for calls. SP said that the calls were charged correctly.

The Ombudsman was concerned that SP failed to provide C with the itemised call list for four months and this was viewed as poor customer service. If SP had provided C with this then this situation would not have occurred. The Ombudsman required SP to ensure that C's credit file was not affected and to award a nominal goodwill payment.

### **3.0 Broadband**

#### **3.1**

C said had had an intermittent broadband problem with SP for approximately seven months. C said that the fault was found to be with SP. C requested compensation from SP plus compensation as the fault affected service with a previous broadband provider. SP said that the fault had been repaired and it was found to be a line fault. SP said it had awarded three months rental to C.

The Ombudsman was concerned that C had a fault for such a lengthy period of time and this was viewed as poor customer service. In recognition of service failure and poor customer service received the Ombudsman required SP to award a goodwill payment and send a letter of apology.

#### **3.2**

C ordered a broadband service from SP. After spending a lengthy period of time trying to set this service up, with much assistance being sought from SP the service was still not working. C asked for the cancellation of the service but SP did not respond. This was considered poor customer service and given the efforts made by C it was felt that the contract should be cancelled and all associated charges with the service be refunded.

SP was required to provide a letter of apology, contact C to indicate whether C should return the broadband equipment or dispose of it. If the equipment was to be returned to SP it was to provide packaging for it to be returned in and postage was to be pre-paid. SP was also required to account for all monies paid in respect of the broadband service (including subscription and equipment costs) and refund these, in the form of a cheque, ensure that any markers on the line were removed to enable a broadband service to be arranged with an alternative supplier and to provide a goodwill gesture to be applied as a credit to the account, to reflect the poor customer service and the length of time that it has been experienced for.

#### **3.3**

C ordered a package with SP that was to include free broadband. Despite providing a number of Migration Authority Codes the broadband service was never provided and even a number of promises the service was still not working. This was accepted as causing inconvenience and frustration to C and was also seen as poor customer service. SP accepted that Migration Authority Codes had been provided as stated. It was considered poor and disappointing customer service that SP had not taken proactive steps to ensure the provision of the service.

SP was required to contact C to update C on the position in relation to the broadband service and to continue to make efforts to connect this service. It was expected that C would be kept informed as matters progress and that C would be given the contact details of a representative that would take ownership of the problem; provide a letter of apology in respect of the poor customer service experienced in this case; credit 50% of the package charges that had been applied to the account as the broadband service had not yet been provided. It was noted that the broadband was said to be free but C had nevertheless been deprived of part of the package and provide a goodwill gesture in respect of the poor customer service experienced. This was to be provided in the form of a cheque.

### **3.4**

C ordered broadband from SP. After the activation date, C could not establish a connection. C reported the problem to SP. SP eventually concluded that C's line was too long to support broadband. C asked SP if it was possible to route the line via another exchange, as several of C's other lines were routed. SP agreed to look into the possibility. C heard nothing more from SP.

The Ombudsman decided that as SP was under no obligation to supply broadband to C, it should not be required to take action because it was unable to do so. However, it was also concluded that SP's failure to conclude its investigation into rerouting the line constituted poor customer service. SP was required to complete the investigation and to inform C of its conclusions. SP was also required to apply a credit to C's account as a goodwill gesture to recognise the inconvenience caused.

### **3.5**

C experienced a loss of broadband service. SP acknowledged the loss and offered goodwill. C made a substantial claim for lost revenue. It was found that SP was not accountable for C's level of claim and this was declined.

SP was required to make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report.

### **3.6**

C contacted SP to transfer the telephone and broadband services to new premises. The telephone service was activated on the move in date, but there was a delay before the broadband service was connected. C complained to SP and the company made an offer to C to resolve the complaint, but this was rejected.

The Ombudsman concluded that there had been a delay in providing the broadband service, but SP's offer was fair and reasonable. However, there was evidence that there had been a shortfall in customer service over the handling of C's complaint and therefore a goodwill credit should be applied to C's account. SP was also required to send C a letter of apology for any stress and inconvenience caused.

### **3.7**

C experienced a broadband fault and reported it to the Supplier. The Supplier did not resolve the fault. C experienced a poor level of customer service.

The Ombudsman required the Supplier to have a senior member of its Technical Support Team to liaise with C to resolve the fault. The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment for the period the fault existed and for the shortfall in customer service that occurred. The Supplier was also required to write a letter of apology.

### **3.8**

C agreed to SP's broadband service but experienced connection problems and despite contact with its Technical Support team, the problem continued. C also complained to SP about charges on C's bill that C disputed. C complained in writing to SP but received no response.

In relation to the disputed charges, the investigation could find no evidence to indicate they were not valid, and SP had also provided C with an explanation as to how they may have been incurred (i.e. Reverse Charges etc). In relation to the broadband problem, the investigation was of the opinion that C had provided SP with a reasonable opportunity to diagnose any technical problem. Therefore, it was proposed for SP to arrange a call from its Technical Support to C in order to trouble-shoot further with a view to sustaining a suitable connection. However, if it transpired C was not able to receive this or be able to benefit from the service, C should be allowed to cancel the contract without penalty. In addition, SP was also required to provide C with a small goodwill payment and apology for the customer service shortfall C had experienced.

### **3.9**

C could not get the broadband service connected and contacted SP to complain. SP acknowledged C's contact but maintained that it considered the problem resolved.

It was concluded that C has been inconvenienced with regards to not having a usable broadband service and with the time spent on contacting SP to get the service connected. SP was required to contact C to address any technical issue C has with the broadband service and unable to get the service operational, then the company is required to offer C a penalty free cancellation if C so chooses, offer four months free broadband, as a goodwill gesture and send a letter of apology.

### **3.10**

C installed software recommended by the broadband provider. During the course of installing the software C's computer was infected by a virus which wiped out some files. C complained and requested compensation. SP offered a goodwill gesture which C accepted. C then asked for an increased offer which SP refused. C complained to Otelo.

The Ombudsman considered that SP had made a generous offer. The Ombudsman did not consider that SP was responsible for C's PC becoming infected with a virus and the loss of data. The Ombudsman considered that it was the PC user's responsibility to ensure that important files are backed up onto disc or other data storage devices. The Ombudsman also considered that C had accepted a goodwill gesture in full and final settlement of the complaint. The Ombudsman did not require SP to take any further action

### **3.11**

C requested line rental and broadband from SP. Despite several attempts and the use of MACs SP was unable to provide the service. C was left with no internet access for five months before transferring to another supplier. SP then continued to bill for a service it failed to deliver. SP acknowledged that it had been unable to provide the service and apologised for the continued billing and customer service failures.

The Ombudsman decided that SP should provide a goodwill gesture to compensate for the loss of Internet access and poor customer service.

### **3.12**

C asked for a broadband service. SP tried to install it but C was unwilling to have additional equipment or costs to have the service in the location required. C asked to cancel the service but claimed that SP refused. However, SP provided evidence to show that the service had been cancelled as requested. C complained to SP but SP failed to respond to written contact. C made several calls to SP but was unable to agree a resolution. SP applied credits to the account to cover costs, but C was adamant that a given sum should be offered. SP was unable to agree to the sum requested.

The Ombudsman was of the opinion that SP had made a reasonable attempt to resolve the matter but there was evidence of a shortfall in customer service. Some of C's evidence was contradictory but it was clear from SP's log notes that letters had not been responded to. SP was required to issue a goodwill credit for the shortfall in service, in addition to those already given.

### **3.13**

C agreed to a telephone and broadband service from SP. However, as C was not able to connect to the broadband service on the go live date, C requested to cancel. SP offered C a generous resolution to C's complaint, but C later informed SP that the cheque refund offered had not been received. SP had also failed to fully close C's account, which led to further bills and the account being passed to a debt collection agency.

The Ombudsman concluded that SP was required to investigate C's claims that the cheque had not been cashed and if it was found that this was the case, a new cheque should be sent. SP was also required to clear C's account to zero, close the account and send C written confirmation. SP should also amend C's credit file to show no debt was owed.

### **3.14**

C experienced a loss of broadband service for eight days and claimed compensation from SP. Although SP offered a goodwill payment this was rejected by C. C eventually left SP by canceling contract for another service. SP imposed termination fees. SP advised that C was liable for the termination fee since the broadband service was a separate contract.

The Ombudsman was of the opinion that SP's offer was fair and reasonable. C's compensation claim could not be met due to it falling outside the maximum award the Ombudsman could award and no evidence of financial loss being submitted. C was expected to pay SP the termination fees. SP was required to provide C an apology for poor service and propose its previous award.

### **3.15**

C subscribed to SP's broadband service. C could not establish a connection. C reported the problems to SP. SP discovered that there was a problem at the exchange. SP failed to resolve the problem over several months.

The Ombudsman was of the opinion that the time it had taken SP to resolve the problems SP experienced was completely unacceptable. C had asked for SP's contract to be cancelled, and the Ombudsman agreed this was appropriate. SP was required to refund all payments C had made and to make a further payment as a goodwill gesture to recognise the inconvenience C had been caused.

### **3.16**

C had asked T to add broadband to the services already supplied. T had done so but C claimed that the connection had never worked. T had claimed that the problem resulted from faulty wiring inside C's property, for which it was not responsible. C disputed this, claiming that the wiring had been replaced and that the problem was the result of the distance of C's property from the exchange. C wanted to cancel broadband but felt that T was unreasonable in imposing an early termination fee given that the service had never been available. C had cancelled all T's services and refused to pay any further bills. T had handed pursuit of the debt over to a Debt Collection Agency. As resolution, C wanted T to cancel any outstanding balance, stop any collection activity and refund all the payments made for the broadband service.

The Ombudsman decided that, although T had provided the broadband equipment for over seven months before C requested cancellation, its own reports showed that a connection had been established only once during the period when an outside engineer had used a test socket. In the circumstances, she required T to cancel the early termination fee. However, she decided that T was not required to refund any amounts which had been paid for broadband nor to cancel any outstanding amounts which C had incurred using its other services. She required T to draw up an amended final account, which C should then be allowed to pay within the standard time allowed for settlement of accounts.

### **3.17**

C entered into an agreement for a broadband service and could not get connected. SP accepted that C could not get connected. It was found that C had been inconvenienced with regards to the lack of connection and received a poor reply to contacts made.

SP was required to refund all charges raised for the broadband service (including the activation charge), offer a goodwill gesture payment, by cheque for costs incurred, send written confirmation that the account is closed with a nil balance, confirm in writing that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology for the service shortfalls highlighted in the report.

### **3.18**

C experienced connection problems with the broadband service and contacted SP to complain. SP stated that the connection fault was due to C using an extension lead to connect the modem which made the connection weak.

It was concluded that although C could not initially connect to broadband it was a direct result of equipment C was using to connect the modem, for which SP has no accountability for. In attempting to resolve the complaint C did not receive an appropriate reply to the correspondence sent and this was a service shortfall. The Ombudsman concluded that if C wanted to remain a customer, SP should offer C a credit of three months free broadband and send a letter of apology for the poor reply to C's contacts or alternatively, if not wishing to remain a customer, SP should offer a credit against the remaining outstanding balance, cancel the agreement applying the normal penalties and send a letter of apology for the poor reply to C's contacts

### **3.19**

C encountered a loss of broadband service and complained to SP many times. SP stated that C could not claim compensation for broadband loss, but offered to clear some engineer call out fees and credit the downtime.

It was concluded that C had unfortunately encountered a loss of broadband service but the loss appears to be a direct result of the internal wiring and no fault of SP equipment or line. C had been inconvenienced with regards to the time spent contacting SP, but the company had cleared engineer call out charges and credited C for the downtime with the broadband service. SP was required to maintain its offer to credit C for the broadband downtime period, clear a element of the engineer call out charges and send a letter of apology

### **3.20**

C experienced a telephone line fault and a loss of broadband. C adds that a poor reply was received. SP accepted that it could not supply the broadband service and offered to credit the service charges. No other comments were offered by SP.

SP was required to send a full breakdown of the account demonstrating the alleged credit and if any credit remains then this should be sent by cheque, offer a goodwill gesture payment , by cheque, SP to demonstrate clearly that C owes a disputed amount and if it cannot then this should be refunded, by cheque, SP to send written confirmation to C of what compensation was offered to C for the line fault, (if any) and set out how any compensation has been applied and send a letter of apology for the service shortfalls highlighted in the report

## **4.0 Call Limit**

### **4.1**

C signed a contract on the basis that the credit limit is set at a certain amount. C later incurred high charges and discovered that the credit limit was in fact a higher amount. Although there was no reason to doubt C documentary evidence showed that a text message was sent after the signing of the to advise C of the credit limit. Furthermore, there were five invoices advising C what the credit limit was. The Ombudsman was of the opinion that C should have taken steps to enquire with SP earlier about the credit limit as five invoices, text message and a welcome letter clearly showed that C had been advised of the higher credit limit. No further action was required from SP.

## **8.0 Customer Service**

### **8.1**

C agreed to SP's broadband service and arranged an engineer visit for this to be installed. However, despite C having waited in all day for the engineer, nobody turned up. C complained to SP about this and it then arranged for a further engineer visit which was successful. Following this, C complained formally to SP about the initial failed visit and SP offered C a goodwill credit. However, C rejected this and then claimed expenses for an independent IT consultant visit too. SP increased its goodwill offer, but the matter then reached deadlock.

The investigation welcomed SP's admissions and it was clear C had been inconvenience as a result of the failed engineer visit. However, it was satisfied that SP's offer to reimburse the charge rose for the second visit (which would normally be applicable) to be fair and reasonable. In relation to C's private IT Consultant costs, there was no evidence to suggest that C had ever reported any connection or broadband problems to SP prior to doing so. Therefore, those costs were not considered but it was clear that SP had offered a credit towards this too. The investigation also found that C had received a shortfall in customer service from SP in relation to its letters and also having not applied the initial credit as promised. However, it was also clear that SP had since proposed to provide C with a large goodwill payment in lieu of these issues. In full consideration of the complaint, the investigation was satisfied that SP's decision to apply a large goodwill credit to C's account and also reimburse the SP engineer costs incurred, was fair and

reasonable. Therefore, these proposals, along with a sincere apology, were retained.

## **8.2**

C complained that SP did not send bills and that this had caused C to suffer loss of a cash back claim which required copy bills. C also complained of handset faults and poor customer service. SP agreed to accept early termination of the contract without penalty on return of the handset as a goodwill gesture. C accepted. C then complained to Otelo.

The Ombudsman considered that SP had updated C's address details and confirmed that the bills were correctly addressed. The Ombudsman accepted that the bills were issued using the standard billing process. The fact that C did not receive them was through no fault of SP. The bills were available on line and SP sent copy bills on request. The Ombudsman therefore considered C's claim for compensation was not warranted. SP had offered to send C's handset for repair but C had not wanted to be without it and had not accepted the offer. The Ombudsman considered that SP had made a generous offer to C and required no further action.

## **8.3**

C purchased a telephone with an email facility, but the service was later withdrawn by SP. C stated that SP had failed to inform C that this would happen and contacted SP to complain. However, SP did not respond to any of C's letters. SP later confirmed that the service had been withdrawn, but stated that all customers were advised in writing before the service was ceased. SP acknowledged that it had failed to reply to C's correspondence and offered C a goodwill payment for the shortfall in customer service.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to send C a goodwill payment by cheque, together with a letter of apology for failing to reply to C's correspondence.

## **8.4**

C failed to make payments on the account which meant that SP cancelled the service. C was then given mis-advice about how to reinstate the service and eventually had to move to another SP. SP then later activated an upgraded service from the old account which should have been cancelled which meant that C lost her service with their new provider.

SP offered a goodwill gesture to cover costs and inconvenience which C declined.

The Ombudsman considered that SP's actions had been poor and required a small increase in the goodwill gesture.

## **8.5**

C's relative died and C notified SP of the situation. Despite C taking these steps and advising SP that the outstanding account would be settled once probate had been granted. SP advised that this was acceptable but then continued to chase C for payment on the account. When no payment was received SP passed the account to a debt collection agency and then to a firm of solicitors. It was considered poor customer service that SP did not take the correct action and failed to answer many letters sent by C. It was acknowledged that not only had SP delivered poor customer service but it had caused unnecessary distress to C at what was already a difficult time for C.

SP was required to provide a letter of apology to C reflecting the gravity of the upset it had caused; confirm that no damage has been suffered by C's credit history and if any had been caused it was to be corrected and C was to be advised. SP was also required to provide a goodwill gesture in the form of a cheque.

## **8.6**

C arranged for a service including telephone and broadband services. The broadband was never supplied and the phone service failed. The service was migrated to another service provider but SP continued to bill C. These charges were refunded in due course but this was noted as poor customer service. Numerous letters were sent by C but only one was responded to. This was considered further poor customer service. In trying to resolve this problem SP offered C a rebate of the broadband charges at its standard rate. This was refused. C asked for consideration of loss of business expenses but as the service was residential this was not allowed.

SP was required to provide a letter of apology, provide an account of all charges made since the telephone service was last used (including proportionate charges where monthly charges were paid in advance) and refund these charges, provide a refund of the modem fee if this was paid by C. In addition SP was required to provide the proposed goodwill gesture that was offered in respect of the loss of broadband and to provide a further goodwill gesture in respect of the poor customer service experienced

All monies were to be provided in the form of a cheque as C's account was now closed.

## **10.0 Directory Listing**

### **10.1**

C was a small business and complained to SP about an incorrect listing in The Phone Book. SP apologised and offered a goodwill payment to C. C declined SP's offer and complained to Otelco.

SP excluded liability for errors or omissions in The Phone Book. C had not paid for the advertisement and had not provided any evidence of actual loss. The Ombudsman considered that SP had made a generous offer and required SP to maintain the offer.

## **11.0 Disconnection**

### **11.1**

C had a telephone service with SP. The service went down for a period and C called SP but could not get further information on C's complaint. C had to make all calls on mobile to a chargeable number as telephone was down.

C wrote letters of complaint to SP, which received no response.

The SP did not supply any information to the Ombudsman.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused.

## **12.0 Disputed Charges**

### **12.1**

C disputed charges raised on the account. SP stated that all charges were correctly raised. It was found that all charges raised by C's equipment was correctly raised and made by C's equipment. It was suggested that a third party who had access to C's equipment made the call usage without C's authorisation and knowledge. But SP did not reply to all of C's raised issues.

SP was required to make a goodwill gesture credit of and send a letter of apology

### **12.2**

C took out a talk and unlimited dial up package with SP. C found was being charged for calls to Internet as well as monthly fee for unlimited usage. C called Technical Support of SP but was unhappy with service. C said cancelled service with SP but was not done until 6 weeks later.

SP say C responsible for calls as used wrong dial-up number and that cancelled service when requested. SP said customer responsible for calls to Technical Support

The Ombudsman concluded that C should pay for calls to Technical Helpdesk and Internet but SP should have cancelled service earlier.

SP was required to make goodwill payment and backdate rental charges.

### **12.3**

C complained that SP had charged C for a voicemail service which C had not requested. C complained that SP had allowed third parties to make unsolicited calls to C. C complained that SP had not responded to C's letters. SP stated that it had now cancelled the voicemail service. It said it could not be held responsible for C receiving sales calls, though it had registered C with the Telephone Preference Service and made C ex-directory. SP argued that it had responded to C's letters of complaint.

As SP did not dispute providing C with a voicemail service the Ombudsman required SP to backdate the cancellation of the voicemail to the date of C's first letter of complaint. The Ombudsman agreed with SP that it could not be held responsible for the unsolicited sales calls and had done everything possible to prevent the calls from being received. It was decided that SP had failed to respond appropriately to C's complaints and therefore was required to make a small payment to C as a goodwill gesture.

#### **12.4**

C ordered a broadband service with SP. C claimed that no connection could be made to the service for some months. Faults were logged with SP on three separate occasions as SP continued to claim that the fault was cleared following reports from its engineers. This was found to be incorrect and whilst the engineer was claiming to have resolved the fault it continued to exist. This was found to be poor customer service. Further when calculating standard credits to be applied to the account it did so on the basis of three faults. As each fault carried a period of three days before credit for loss of service would be applied this had a great effect on the award to be made. This was to be corrected. C claimed that a crossed line had led to charges for calls that had not been made. SP claimed that a crossed line could not lead to a billing anomaly. It was decided that if SP could demonstrate that the disputed calls had been call before they would not be considered a result of the crossed line but if not they would be.

SP was required to provide a letter of apology, refund the cost of the broadband service up until the date that the service was successfully provided, and contact C to discuss the disputed calls and to either demonstrate that the disputed numbers had been called before. If this cannot be done the cost of the disputed calls should be refunded to the account and provide a goodwill gesture to reflect the various aspects of poor customer service experienced.

#### **12.5**

SP contacted C about several calls to a Premium Rate Services number. C disputed that the calls had been made and wrote to C to complain. SP maintained the charges and advised C to contact the third party company who the calls related to, if C wanted to request a refund of the charges.

The Ombudsman concluded that C had been charged correctly and there was no evidence of any billing fault. Therefore, the charges were maintained. However, there was some evidence that SP had not responded to one of C's letters and a goodwill credit was awarded.

## **12.6**

C disputed the bill received from SP and stated that SP had agreed to send an explanation of the charges before C was required to pay. C did not receive an explanation and C's services were suspended for non payment. C wrote to complain and SP issued a deadlock letter.

SP advised the Ombudsman that C had been provided with a deferred payment plan on receipt of the first bill. C had failed to pay this. C then failed to pay an interim bill and SP suspended services and sent a final bill including early termination fees. The Ombudsman did not accept that SP had agreed to provide a written explanation when the charges were detailed on the bills received by C. The Ombudsman considered that SP had acted reasonably and that C had failed to keep to the payment arrangement. The Ombudsman therefore did not require SP to take any further action.

## **12.7**

C took out two new contracts with SP and believed that the company would cancel the old one. However, C did not follow the disconnection process and the account remained active. C complained to SP and a credit was agreed for part of the period. However, C remained dissatisfied and continued to write to SP to dispute the amount owed.

The Ombudsman concluded that C would have owed SP some money, but it was not as much as SP first requested. SP was required to send C a small goodwill payment, together with a letter of apology, as SP had failed to respond to all C's letters and deal adequately with C's complaint. SP was also required to add a note to C's credit file to say that the amount was in dispute.

## **12.8**

C complained that SP charged for calls that should have been included in C's call plan. C complained to SP by call and letter but received no resolution. C's service was barred by SP due to non-payment. SP said that there was an error in that C was charged for calls. SP said it had refunded the next bill with the calls. SP admitted that C had received poor service as it barred the service when it should not have done.

The Ombudsman said that C had received poor customer service from SP. The Ombudsman required SP to provide C with a full breakdown of bills and refunds, award a nominal goodwill payment and send a letter of apology.

## **12.9**

C took out a talk and unlimited dial up package with SP. C found was being charged for calls to Internet as well as monthly fee for unlimited usage. C called Technical Support of SP but was unhappy with service. C said cancelled service with SP but was not done until 6 weeks later.

SP say C responsible for calls as used wrong dial-up number and that cancelled service when requested. SP said customer responsible for calls to Technical Support

The Ombudsman concluded that C should pay for calls to Technical Helpdesk and Internet but SP should have cancelled service earlier.

SP was required to make goodwill payment and backdate rental charges.

#### **12.10**

C complained that SP's charges for the WAP service were not unclear and demanded a refund. SP refused and stated the charges were clear and further stated that the charges varied according to the content downloaded. The Ombudsman found that previous history showed C was aware of WAP charges and therefore should have exercised caution. Furthermore, the Ombudsman was of the opinion that the advertising literature was clear and there was no confusion about the charging for WAP usage. No further action was required from SP.

C was recommended to contact the Advertising Standards Agency should C feel SP's advertising still to be unfair.

#### **12.11**

C disputed charges rose on the account and why it was suspended. SP stated that all charges raised were correct and the account was suspended for non payment.

It was concluded that SP had charged C correctly and sent the account to a collection agent as C did not meet the outstanding balance in a timely manner. However, C was not shown a level of service normally expected with a full reply to contacts made with SP and this was a service shortfall. SP should offer C a credit against any remaining outstanding balance, ensure that C has received the requested itemised invoices, send a clear breakdown of the outstanding balance and what the charge relates to and send a letter of apology

#### **12.12**

C received a large bill from SP and disputed call charges to one number. SP investigated C's concerns and advised C to contact the user of the Premium Rate Service number to try and obtain a refund. However, C wanted SP to deduct the charges from the bill, but SP maintained the charges.

The Ombudsman concluded that there was no reason to doubt the validity of the call charges and advised C to contact the company using the Premium Rate Service number. SP was not required to take any further action.

#### **12.13**

C received a bill which contained internet charges for the previous quarter. C did not dispute the amount but questioned why the calls had not been charged on the previous bill. SP explained this was due to a system error. C was not satisfied with the explanation and wrote again. SP delayed in responding and C complained to Otelo.

The Ombudsman considered that SP had provided an adequate explanation but that there had been some delay in responding to C's letters.

The Ombudsman required SP to send a full written apology for the delay in responding to correspondence but did not require any further action.

#### **12.14**

SP disconnected C's broadband service for non-payment. C contacted it and SP confirmed it had made an error and had not billed C for the service. It agreed to amend the account and set up a DD for C. SP then tried to debit late payment charges from C's bank account, so C cancelled the DD. SP agreed to credit the late payment charges and the DD was reinstated, but SP set it up against C's disconnected line rental account. As the DD was not taken, SP suspended C's broadband service for non-payment. C complained and SP applied a credit as a gesture of goodwill, but C's service was disconnected again.

The Ombudsman noted that due to a billing error, although C had received an active broadband service, SP had not charged for it. SP's failure to bill C correctly, its application of late payment charges and the disruption to C's broadband service were considered to be indicative of poor customer care. However, it was noted C had received broadband free of charge for almost two years; therefore SP was not required to make an additional payment as a gesture of goodwill. SP was required to send a letter of apology and provide C with a breakdown of the charges, payments and credits on the account since it opened.

#### **12.15**

SP wrongly charged C for calls to its technical support team during the first 14 days of the broadband package. The Ombudsman considers that the offer it made to cover the cost of those charges and as a goodwill gesture was reasonable SP sold the package at a certain tariff then changed its billing. The Ombudsman considers this to be a service failure.

SP offered to credit C with the difference in tariff plan. The Ombudsman requires SP to reinstate the offer it made to cover the costs of the calls to the technical team and includes an element for goodwill, and offer C a credit each month to reduce the cost of the current package for the remainder of the 18 month contract, or until it is able to provide him with free broadband, whichever is sooner.

#### **12.16**

C cancelled telephone services with SP. SP continued to route calls and bill C for calls and line rental. C complained by phone, email and letter. SP failed to respond to C's complaint and the account was referred to a debt collection agency. C paid under protest and complained to Otelco.

SP accepted there had been shortfalls in the customer service and agreed to refund the line rental charges and had credited C's payments to the account. The

Ombudsman required SP to provide an additional goodwill payment in recognition of the shortfall in customer service.

## **14.0 Faults (Equipment)**

### **14.1**

C upgraded the mobile phone but was unable to transfer data. SP tried to troubleshoot without success. SP tried other handsets with C's PC and could not transfer data. SP was of the opinion that it was C's laptop that was at fault. SP offered to send the handset for repair and assessment and to provide a loan while it was away. C refused. SP offered a replacement handset and a goodwill gesture. C declined and asked for a different handset replacement. C wrote many letters to SP but did not receive any further replies. C complained to Otelo.

The Ombudsman considered that SP had made a reasonable offer but had then failed to respond to C's further letters of complaint. The Ombudsman considered this was a shortfall in customer service and was disappointed that SP had not sent a deadlock letter. The Ombudsman required SP to maintain its offer and required a further goodwill gesture for the shortfall in customer service. C also complained about invoice surcharges on the bill. The Ombudsman considered that these charges were warranted as C had cancelled the Direct Debit.

### **14.2**

C had a mobile phone contract with SP. The coverage was fine for several months but then C experienced poor reception and complained to SP. SP sent the phone for repair and provided a new sim card but C still had poor reception and wrote to terminate the contract. SP required an early termination fee. C wrote to dispute the bills. SP replied and maintained the charges and referred the account to a debt collection agency. C continued to complain and had to pay the debt collection agency under threat of legal action. SP then agreed to release C from the contract. C required a refund of the payment made under protest and referred the complaint to Otelo.

The Ombudsman accepted that C did not co-operate in sending the phone back for further repair, but the Ombudsman was concerned that the payment was made under duress while there was an ongoing dispute in relation to the account. The Ombudsman therefore required SP to provide a goodwill refund of this payment and to accept early termination of the contract without penalty. The Ombudsman did not consider that any compensation was warranted.

### **14.3**

C contacted SP with a faulty handset. C added that a poor reply was received from SP. SP maintained the charges as correct and stated that C had made use of the handset.

It was concluded that C had made enough use of the handset to indicate that C had a strong enough signal and this was demonstrated on supplied invoices. C may have been in a black spot which caused some initial problems with the signal. C made attempts to contact SP to resolve the issues and was not shown a level of service normally expected. SP should maintain its offer to replace the handset and SIM at no cost to C, attempts should be made to use the service as normal, but if the problems continue, then SP should offer C penalty free cancellation, offer a goodwill gesture credit, against any remaining outstanding balance and send a letter of apology.

## **15.0 Faults (Line)**

### **15.1**

C reported a fault to SP. C complained that although the fault lay at the exchange, SP charged C for the work to repair the fault. SP maintained the charge for several months. As C refused to pay for the work, SP referred C's account to a debt collection company. In its submission to the Ombudsman, SP accepted that C should not have been charged for the work.

The Ombudsman decided that C had been caused considerable inconvenience and anxiety because SP pursued C for the engineer's fee for such a long time, even though it should have been obvious C did not owe the amount demanded. SP was required to apologise, clear the incorrect charge from the account, make a further payment to C as a goodwill gesture and to ensure any adverse information passed to C's credit file was removed.

### **15.2**

C experienced a loss of service. SP accepted the loss of service and offered a goodwill gesture credit. It was found that C did experience loss of service and a poor reply to contacts made with SP.

SP is required to maintain its award to C, if C was not longer a customer, the award should be set against any remaining outstanding balance and a refund of any overpayment offered by cheque, confirm the award in writing, confirm that the broadband service has been cancelled without penalty, send a breakdown of the account and send a letter of apology for the service shortfalls highlighted in the report.

### **15.3**

C's telephone and broadband services developed a fault. C reported the problem to SP. SP failed to resolve it. C eventually decided to transfer to another service provider. SP permitted C to transfer without penalty, but sent C a bill which C disputed. In its submission to the Ombudsman, SP accepted that it had failed to investigate the fault and that some of the bills C had received were inaccurate.

The Ombudsman required SP to clear the amount outstanding and send C a cheque as goodwill gestures to recognise the inconvenience C had been caused.

#### **15.4**

C had previously experienced two major faults with SP which resulted in prolonged loss of service. However, they were eventually rectified and C accepted an offer from SP in full and final settlement. Then, soon after, C experienced a third loss of service due to a further fault. Again, this was rectified shortly and SP offered a further goodwill payment, but C was now unhappy with the overall level of compensation awarded (including the previous settlement) and complained. However, the matter then reached deadlock.

Although it was clear that C had experienced previous faults and loss of service due to SP, as C had already accepted an offer in this regard, no further comments could be made for investigation. In relation to the most recent fault, although it was (again) clear that C had suffered as a result, the investigation was satisfied that SP's offer in this regard was fair and reasonable and, therefore, it was proposed that SP retained this offer to C. The investigation explained to C that SP was not obliged to provide any form of compensation for loss of business/earnings and that if C wished to transfer away from SP, a termination fee may be applicable.

### **17.0 Fraud**

#### **17.1**

C became aware that SP had had two accounts opened in C's name fraudulently. When C contacted SP it was accepted that the accounts were fraudulent and that they should be closed. The accounts were not closed as had been promised and debt collection processes were started. C complained and SP offered a goodwill gesture in this respect. C asked for the goodwill gesture to be increased but SP refused the request. On consideration of the case it was found that there had been poor customer service in that the case had been referred to a debt collection agency but it was found that the goodwill gesture offered was reasonable in the circumstances.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this case, to provide the goodwill gesture offered, in the form of a cheque and to

Confirm that no damage has been suffered by C's credit history. If any damage has been suffered SP was to correct it immediately.

### **19.0 Installation**

#### **19.1**

C moved house and sent a letter to SP requesting services at the new address. SP acknowledged the first letter C sent but addressed this to C's previous address. C then sent further letters but merely received a response advising C to call Customer Services which C was unable to do. C felt that the request for service was being ignored so C complained to the Ombudsman.

The Ombudsman commented that SP had failed to appropriately deal with C's request for services and this had caused C to go without a service for some time. She directed SP to endeavor to provision the service and to make a goodwill gesture to C in recognition of the delay in dealing with the request and the manner in which C's letters were dealt with.

## **22.0 Internet Connection**

### **22.1**

C took out a new package with SP for broadband and line rental. The broadband did not work, however the telephone service did. The C called to cancel all services and the SP advised that, whilst it would refund all broadband charges, C was in a contract for telephony and would incur a termination fee.

The C said that C wanted all services cancelled and would not pay any fees. The services were cancelled but there was a delay in removing a marker from the line.

The Ombudsman required that the SP make a goodwill payment to C for the delay in removing the marker. She considered that the C should be liable for the termination fee of the line rental service as C had been supplied with a reliable telephony service.

### **22.2**

C took out a new broadband package with SP. C found that operating system was incompatible with disc from SP. C wanted to cancel and SP said this was not possible. SP advised C where to get new drivers. C did this but had paid for 17 days service before getting service working. C complained of having to make phone calls and letters. SP had credited £10 for goodwill and refunded for 17 days without service.

The Ombudsman required that the SP take no further action as she considered the previous goodwill credit to be sufficient.

### **22.3**

C subscribed to SP's broadband, telephone and television package. The broadband was an essential part of the package and SP failed to connect C. SP asked for three migration codes and set up fees but still did not connect C. C asked to cancel and requested a refund of payments. C wrote to complain but SP failed to adequately respond to C's letters. C complained to Otelo.

SP provided a case summary but did not provide a copy of the customer log notes. The Ombudsman considered that SP had failed to connect the broadband and also failed to adequately respond to C's letters of complaint.

The Ombudsman required SP to provide a goodwill payment in recognition of the shortfall in customer service and to accept early termination of the contract without penalty. The Ombudsman required SP to send a full written apology.

## **24.0 Mis-selling**

### **24.1**

C received a sales call from SP and agreed to a business tariff, which required an annual minimum call spend. After a year, C received a bill, which showed that as the minimum call spend had not been achieved, a reconciliation fee had been charged. C disputed the fee and considered SP had mis-sold the plan. C wrote to SP several times. SP responded, asking C to contact it, but the contact telephone number it provided did not work. C continued to dispute the charge, but SP disconnected C's services due to non-payment.

SP did not provide details of the sales call. The Ombudsman concluded that although C had a responsibility to be aware of the terms and conditions of the contract, SP also had a responsibility to ensure information provided at the point of sale was not misleading. Therefore, SP was required to apply a credit equal to 50% of the reconciliation fee and explain how the fee had been calculated. SP's failure to provide appropriate contact details was considered to be reflective of a shortfall in customer service and it was deemed that this had prolonged the dispute and that the disconnection of C's services may have been avoided if SP had responded. SP was required to send a letter of apology and reconnect C's service on payment of the full outstanding balance.

### **24.2**

C says that he was mis sold a contract as when asked to be released from the contract he discovered there was a large contract cancellation fee. C had actually signed a hire agreement for the rental of products as well as a contract for the supply of services. It was the hire agreement that was for the large amount. SP explained that he had agreed to the contract and provided signed copies of the agreements. C complained that SP had not allowed C to transfer to another SP and so had lost a months service.

The Ombudsman concluded that there was no evidence of a mis sell and C had agreed to be bound by the agreements. A goodwill gesture was considered appropriate for the month's loss of service.

### **24.3**

C agreed to SP's broadband services, along with other services it was offering. However, it then transpired that C was unable to receive SP's broadband service in

C's area. Due to this, C requested cancellation of all the services, but SP then placed a cancellation charge for one of the services and continued to demand payment from C for them.

In this instance, the investigation was satisfied that C may have been provided with mis-information at the point of sale in relation to C's broadband service. However, it was clear that no actual order for this had been processed and, therefore, no charges and/or payment had been for it. In this particular instance, the Ombudsman could make no comments on the other services C was disputing and it was clear the demands for payment related directly to those. However, it was proposed for SP to provide C with a direct goodwill payment and apology for the mis-information and poor customer service C had received, in relation to the broadband specific complaint.

#### **24.4**

C entered into a mobile phone contract through a third party retailer offering a cash back promotion. C was unable to obtain the cash back and complained to SP the airtime provider. SP assisted C in contacting the third party but would not accept any liability for the cash back promotion. C telephoned, emailed and wrote letters of complaint. C complained about the customer service received and wanted to cancel the contract. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman informed C that she was unable to consider C's complaint against the third party but would consider the customer service issues.

SP agreed that it failed to respond to one email and offered a goodwill gesture in recognition of this shortfall in customer service. The Ombudsman considered that SP had tried to assist C with the cash back claim and although there may have been some delay in response times, SP had responded to C's telephone calls, letters and emails. This did not warrant cancellation of the contract.

The Ombudsman did not require SP to take any further action.

#### **24.5**

C had a visit from SP's sales representative and discussed an order for new equipment. C agreed to this order based on the representative's statements and signed the paperwork. However, C did not receive any further paperwork and when C then queried this with S, claimed that the figures and details had been changed. C complained to SP but it maintained that the contract was correct and that C had signed it.

Copies of the relevant documentation were provided for investigation and it was satisfied that C had signed the agreement signaling that C had read and understood the contract and the Terms & Conditions. The investigation could find no evidence to support C's claims that this documentation had been altered in any way and it was also difficult to prove any oral mis-selling. In this instance, it was proposed that SP take no further action.

## **24.6**

C stated that SP made an offer to refund a cash back offer and passed account details to a third party. SP refuted C's claim.

It was concluded that SP is not accountable for any third party retailers offers or has made any offers to refund a cash back offer to C. There was no service shortfall in this case and no further action was required from SP in this case.

## **34.0 Service Transfer**

### **34.1**

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

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

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

### **34.2**

SP had provided C with his landline. C notified SP in writing that a house move was to take place in three weeks. C moved but SP failed to disconnect the account. SP continued to charge C for charges incurred after the move and by the new occupiers. C contacted SP on a number of occasions by telephone and then by letter to complain. SP's representative told C that the charges had to be paid and C started to get debt collection letters. C contacted the agents and SP and had support from a Consumer Advice Centre who wrote a number of letters. C complained that no response was received.

On reviewing the case file and the response by SP the Ombudsman noted that SP accepted the error and apologised for the miss-advice relating to the liability for the continuing charges. SP also offered to clear any adverse credit history caused by the complaint. This was considered to be appropriate action. SP was required to make a goodwill payment to C for the failure to respond to the correspondence.

## **35.0 Stolen/Lost**

### **35.1**

C had three mobile numbers and a landline from SP. C reported the theft of one handset to SP. C paid the bill up to that date but then received another high bill with call charges from the stolen phone and C's account was suspended. SP agreed to

credit the call charges from the date of the reported theft and offered a goodwill gesture payment. C requested compensation for business loss due to the suspension of services and SP refused as C had a residential service. C complained to Otelu.

SP provided a copy of its deadlock letter. SP had withdrawn the offer of credit and compensation following its investigation of the complaint. The call pattern on the reported stolen handset had remained the same and other numbers dialled prior to the reported theft had been dialled following the event, including calls and texts to C's other number.

The Ombudsman examined the bills provided and considered that the usage indicated that the handset was in the possession of someone known to C, there was no crime reference number, and C had not provided any counter arguments to SP's deadlock letter. The Ombudsman therefore did not require SP to take any further action.

## **36.0 Tariffs**

### **36.1**

C took out a new mobile contract with SP. When C received the first bill, C discovered that the tariff was higher than agreed. On querying this with SP, the C was advised that the disparity would be paid back in two installments as a "cash-back". C said that C was never advised of this at point of sale.

The Ombudsman required that C make the cash-back payment immediately so that the tariff payable would be in line with the agreed monthly fee.

## **38.0 Terms and Conditions of Contract**

### **38.1**

C complained that SP failed to inform C of change to terms and conditions and that internet usage would no longer be free. C requested cancellation without penalty but SP maintained that C remained liable to pay the contract termination fee.

The Ombudsman said that it was a concern that there was no evidence to suggest that C had been informed prior to the change. The Ombudsman also noted that as C would be charged for internet usage which was previously free then this would indicate an increase of 10%. The Ombudsman therefore advised that C could cancel without penalty.