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2.0 Billing

2.1

C transferred away from SP but continued to receive charges for its services after this. C complained to SP but received further bills and then demands for payment and threats of legal action and risk to C's credit file. C was unhappy that C was receiving such treatment when C had never missed a payment previously and also owed SP no monies.

The investigation found that SP had since taken actions to remove the outstanding balance from the account as it was clear C had transferred away from it prior to those charges being raised. SP explained that it was unaware of the cancellation as the new service provider had taken actions which meant this was not detectable by SP. Although the investigation acknowledged this and the fact that that particular issue was subject to investigation by the regulator, in this instance, in specific relation to C, it was considered C had received a shortfall in customer service from SP, as it was clear C had advised it of the cancellation at an earlier stage, yet this was not actioned until some time later. Therefore, it was proposed for SP to confirm the full closure of the account to C, provide C with a small goodwill payment and apology and also confirm this matter had not affected C's credit file.

2.2

C was unhappy to receive billing which showed incorrect charges for a broadband service that should have been provisioned for free. C complained about this to SP but SP continued to send bills for the service. C decided to transfer to a new Internet Service Provider (ISP).

However, SP failed to cancel C's account and C continued to receive bills for the broadband, which C eventually paid. C sent letters of complaint to SP but these did not halt further bills and demands for payment, so C complained to the Ombudsman.

SP informed the Ombudsman that there had been a billing error and a failure to cancel the account. It assured the Ombudsman that this had now been done and C had been provided with the appropriate refund.

While the Ombudsman was happy they commented that there had clearly been shortfalls in customer service which had caused inconvenience to C and in these circumstances it was only right and fair that SP make a small goodwill gesture to C and directed that this be done.

2.3

C normally paid bills from SP by Direct Debit payments. However, C was alerted to a Direct Debit payment failing and C called to pay the bill by Credit/Debit Card. C later discovered that SP had again taken payment for bills C had already paid. C contacted SP and was advised that payments in respect of previous bills had been claimed back by C's Bank and this had left the account in arrears. C complained about this and asked for a refund. SP responded by providing C with a copy of the payment record and an explanation for the payments it had taken by Direct Debit. C complained to the Ombudsman.

From documentary evidence submitted by C, the Ombudsman was satisfied that C had not received a refund and she directed SP to ensure that this was completed.

The Ombudsman noted that there had been some shortfalls in customer service in SP failing to respond to all of C's letters of complaints and noted that SP had accepted these shortfalls and wished to make a small goodwill gesture to C in respect of them. The Ombudsman was satisfied that the gestures were appropriate and therefore SP should maintain them.

2.4

C disputed late charges applied to the account. SP stated that the charges were correct but that due to a billing error they were not applied until a later period. It was found that SP was warranted in charging C.

SP was required to make a goodwill gesture payment of to C for any mis-understanding with the contacts made and send a letter of apology.

2.5

C complained that SP had taken several months to connect a phone line for an elderly relative and, before the service was even set up, had issued a bill for services. SP had agreed to cancel the bill but had then sent out two reminders for payment. Shortly after the line had been connected, C's relative had died and C had asked for a final bill to settle the account. Despite several letters, C did not receive a bill but did receive a reminder for a different amount, which appeared to include the amount which had been wrongly billed initially. C wrote to SP several times but did not receive any replies. As resolution, C wanted SP to cancel all service charges, provide a final bill and explain why the letters had been ignored. In response, SP said its agents had tried to contact C by phone and had left messages; it claimed that the amount in the reminder which C had received was the amount owed.

The Ombudsman found that SP had made repeated failures of customer service in not answering letters or providing a detailed bill for the account. As C's relative had died a very short time after the line was connected and had made very little use of the service, she required SP to reduce any outstanding balance to zero, and to write to C apologising for the failure of customer service.

2.6

C received a telephone bill which contained charges for break out calls through another provider. SP promised to recalculate the bill but failed to do so. On other occasions SP said the bill was correct. C telephoned on numerous occasions and wrote to complain but still did not receive the credits for the breakout calls. C complained to Otelo.

SP agreed that C had been given some conflicting information and that it had failed to action the recalculation but that this had now been done. The Ombudsman required SP to provide a goodwill credit and to send a written apology.

2.7

C entered into a mobile phone contract with SP believing it to be for 12 months. SP claimed that the contract was for 18 months. There was no call recording. C's online billing gave an indication that it was a 12 month contract. There was a problem with alleged credits being visible on C's online bills and SP failed to respond to letters of complaint.

It was the Ombudsman's opinion that there was a shortfall in customer service in this case. The Ombudsman required SP to release C from the contract without penalty, apply credits to C's account and send a letter of apology.

3.0 Broadband

3.1

C was a broadband customer of SP but experienced a prolonged loss of service for several months, which eventually led C to change supplier. C was in almost daily contact with SP but despite having undertaken some trouble-shooting, the fault remained. C complained in writing to SP but received no response.

For investigation, SP acknowledged its failings in this instance and also that C had received poor levels of customer service. Although the investigation welcomed SP's admissions, it was clear that C had been without the service for several months through no fault of C's (the fault was found to be at the exchange) and also that C had not received any formal response to C's letters. Therefore, it was proposed for SP to provide C with a credit for any broadband related charges incurred through the fault period and also provide C with an additional goodwill payment and apology.

3.2

C experienced problems setting up a broadband service and employed a third party engineer to rectify the fault. C insisted that SP should meet the charges. SP refused to

meet the charges and stated that the process was self install and that C was provided with enough of information to complete the set up correctly.

It was found that SP was not accountable for third party charges as the set up process stated that C was to un-install all packages before the set up. SP was required to make a goodwill gesture payment, by cheque and send an apology for the service shortfalls highlighted in the report.

3.3

C said that broadband with SP worked intermittently for six months. C reported this to SP but received no resolution. C sent letters and emails but received no response. C requested a working service and compensation. SP said that after receiving case file request it contacted C and the broadband fault was resolved. SP did not say what the fault was.

The Ombudsman said that C had received poor customer service from SP as it had failed to repair a reported fault within six months. The Ombudsman said that SP should award goodwill in recognition of C's call costs and the poor service received. SP also required to refund C for phone equipment that C bought on SP's advice but that did not resolve the problem.

3.4

C encountered a delay in broadband provision. SP acknowledged the delay and advised that it was due to cabling from the exchange to C's premises needing upgrading. It was found that the connection problems was due to a upgrade of cabling and that C was not shown a level of service normally expected.

SP was required to offer C a goodwill gesture credit, contact C directly by telephone to ensure that the broadband service is currently without fault and send a letter of apology for the service shortfalls highlighted in the report.

3.5

C complained that C was never able to use the broadband service supplied by SP and SP had not offered adequate assistance. Therefore C wanted SP to allow C to transfer to another provider without penalty. SP argued that C had not given it a reasonable opportunity to resolve the problems.

The Ombudsman decided that SP had initially given C inaccurate information about the problem, which led to a delay in the possible resolution. In recognition of this, SP was required to make a payment to C as a goodwill gesture. However, the Ombudsman did not think that this error should entitle C to cancel the contract without penalty – after C complained, SP quickly discovered the problem and attempted to provide assistance. C chose not to allow SP to help C. It was concluded that SP had not given C an adequate

opportunity to resolve the problem and as such, SP was not required to release C from the contract without penalty.

3.6

SP provided a broadband service to C. Two months after activation the service failed and C contacted SP for technical assistance. C was advised to try an Ethernet connection and was sent a cable. C continued to experience a problem and stated that SP had been contacted on a number of occasions. C then sent two letters requesting assistance and then notifying of the wish to cancel the service. SP tried to contact C who it said either was unavailable or refused help. SP provided C with a MAC code and notified C that termination fees would be applied on the account as the twelve month tie in period had not expired.

The Ombudsman required SP to award a gesture of goodwill in recognition of the technical difficulties C experienced. As SP had been slow in dealing with the problem but then C had refused the assistance offered the termination fees were to remain the responsibility of C. SP was to write a letter of apology for the failure to attempt to give technical assistance early.

3.7

C experienced a long delay in having broadband provisioned. The Supplier explained that the order had failed and the service was not provisioned. The Supplier offered to activate a lower speed broadband and requested a MAC from C. C refused to obtain a further MAC and broadband was not provisioned. C cancelled their account. C experienced a poor level of customer service. The Supplier made a goodwill offer but C declined it.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. However, the Ombudsman considered that C's refusal to obtain a MAC had prevented the provisioning of broadband. The Ombudsman considered the Supplier's goodwill offer to be reasonable. The Supplier was required to fulfill its goodwill payment and write a letter of apology. The Ombudsman also required the Supplier to ensure C had not incurred an early termination fee.

3.8

C complained to the SP about broadband connection problems and delayed provisioning. The SP advised that the provisioning was delayed due to a service fault but added that C hadn't contacted SP regarding the connection problem. It was disputed whether or not a cancellation offer had been previously made by the SP, but after reviewing this matter the SP offered to either cancel or connect the service, whilst ensuring all charges were removed.

In resolution the SP was required to send a letter of apology and maintain these offers regarding cancellation or reconnection.

3.9

C subscribed to SP's broadband service. However, it was discovered that C's line did not support a broadband connection. SP agreed to cancel, but failed to do so.

The Ombudsman was of the opinion that SP's failure to cancel the service constituted a shortfall in customer service. SP was required to ensure that it was not charging C for broadband any more, refund all payments taken for the service and make an additional payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

3.10

C had a loss of broadband and telephony service. SP accepted the loss and offered a goodwill gesture payment to reflect the loss and poor reply. There was a suspension due to non payment. It was found that an increase in the proposed goodwill was warranted in this case. SP did not reply to correspondence sent.

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

3.11

C had broadband they complain of mis information regarding the price and of disconnection. C also advised of calls backs not being made when promised and unanswered correspondences. C wants it confirming their credit rating has not been affected. SP acknowledges C has been misinformed and has offered to cease the service without a termination charge. SP also acknowledges C has been misadvised and experienced shortfalls in customer service. SP has already made an award of goodwill to C. SP advise that it followed the correct process with regards to the debt collection process.

The Ombudsman required SP to apologise to C for shortfalls in customer service, the advice that has been offered and for any inconvenience with the disconnection of the broadband. It was also required SP confirm whether or not C credit rating had been affected and a further award was offered due to lack of ownership over the complaint.

3.12

C signed up for SP's broadband and asked for an engineer to install the service as C was experiencing problems. SP's engineer supplied equipment for a higher specification product. C says that SP has overcharged him for the installation and is billing for both products. C contacted SP numerous times sending emails and a letter to the Complaints team but has not received a response.

The Ombudsman required SP to send a full explanation of the charges detailed on C's invoice and make a goodwill gesture for the shortfall in customer service.

3.13

C had to wait a long time for a broadband service to be provided after ordering it. This was due to faulty equipment at the local telephone exchange. This was considered poor customer service as was SP's failure to keep C informed of the situation. After connecting C to broadband poor download speeds were experienced but this was something that was discussed on SP's website. C was directed to this and it was recommended that a potential download speeds check always be carried out before a service was taken. C claimed there had been a loss of profit due to the difficulties but this was not considered as the service subscribed to was a residential one. SP had provided credits to C's account that been not mentioned by C but it was considered possible that this was because they were provided after the complaint was made. These credits were considered appropriate in relation to the poor customer service experienced.

SP was required to provide a letter of apology, refund any payment made in respect of the broadband service up until the service was reconnected, provide technical assistance to see if a greater connection speed can be achieved and if it cannot give C the option to cancel (fee free) this contract and account for the credits already provided.

3.14

C contacted SP as C was unable to connect to broadband. SP advised C to contact its Technical Helpline. C subsequently wrote to SP but failed to receive a reply. C sent a further letter, to which SP responded and again advised C to call it for technical assistance. C cancelled the DD and requested a refund of the payments made. SP considered C had not provided it with an opportunity to address the connection issue and refused to issue a refund. C was unhappy with the response.

The Ombudsman considered the evidence regarding C's initial call for technical help to be inconclusive but acknowledged C had e-mailed SP requesting help. However, it was unclear if C had called SP's Technical Helpline and it was concluded that SP had not had sufficient opportunity to investigate or resolve the connection issue. SP was not required to provide a refund. However, as some of the available evidence was inconclusive, SP was required to release C from the contract without penalty and confirm the account was closed with a nil balance.

3.15

C complained that SP had failed to supply a broadband service as agreed and therefore asked the company to cancel C's contract without penalty. SP agreed that there had been an undue delay and therefore released C from the contract. C transferred to another provider but complained that SP continued to charge C for services no longer

being provided. SP accepted this. It cleared the outstanding balance from C's account and made an offer to C as a goodwill gesture to recognise the inconvenience caused.

The Ombudsman agreed that SP had failed to provide broadband within the agreed time frame and therefore welcomed SP's offer to release C from the contract. It was concluded that C had overpaid SP because of the billing problem. However it was also decided that the amount C had offered covered this overpayment, as well as including a reasonable goodwill gesture. SP was required to pay the amount offered to C.

3.16

C complained to SP when peer to peer file transferring was restricted. SP advised C that as part of the 'fair use policy' this kind of transfer could be restricted. C continued to experience problems using the file transferring software. SP maintained that this was due to C failing to comply with the 'fair use policy'. C sent several letters to SP, only one of these was responded to. C cancelled their service migrating to another provider. SP charged C an early termination fee as C was still within the minimum contract period.

The Ombudsman concluded that C has experienced a shortfall in customer service. On this basis, the Ombudsman required SP to offer a goodwill payment and to apologise to C for the poor customer service received.

3.17

C subscribed to SP broadband service which did not work from the outset. C contacted SP to rectify the issue which was eventually resolved albeit following numerous contacts by C. SP did provide a credit however this did not cover the period the customer was without the service. It was proposed to the Ombudsman that C be allowed to cancel the contract without penalty on payment of the outstanding amount and be provided with a goodwill payment.

3.18

C subscribed to broadband with SP but was unable to connect. C telephoned Technical Support but SP failed to provide the promised call backs. C asked to cancel. SP held C to the 12 month contract term and C complained to Otelo.

The Ombudsman considered that C had given adequate opportunity to SP to resolve the broadband connection issues and that C's request to cancel was warranted. The Ombudsman required SP to credit broadband charges added to the account and to accept early termination without penalty.

5.0 Cancellation

5.1

C says that they moved to a SP for their phone and broadband service. However, they decided to cancel within the cancellation period but have been advised if they do so they will be charged an early termination fee. SP advises C requested to cancel services after the cooling off period and as such the early termination charge would stand.

The Ombudsman found that it was unclear what advice C had been provided with when they took out the service. C tried to cancel within three weeks of taking out the service and it was considered probable that C had been misadvised over the 14 day cooling off period. SP was required to apologise and allow C to cancel with no early termination fee.

5.2

C agreed to service with SP and was advised of 14 day cooling off period. C then realized was still in contract with current provider and so called SP to cancel. SP did not cancel and then C was charged a termination fee. C sent letters to SP but received no response with the exception of one letter maintaining. SP provided the Ombudsman's office with extracts from its account records. These showed that SP had listened to a validation call and maintained the contract.

The Ombudsman noted that SP failed to provide a recording of the validation call, signed contract or even confirmed when the service was transferred, if it was. The Ombudsman however noted that C did have a cooling off period and based on the information provided C had requested cancellation within this time frame. The Ombudsman required SP to remove any termination fees and to award a nominal goodwill payment.

8.0 Customer Service

8.1

C wrote to cancel telephone services with SP. C was unable to obtain a refund of the credit balance and then started to receive bills for line rental. C wrote to complain on three occasions but did not receive any reply. C complained to Otelo.

SP accepted it had failed to refund the credit balance and had generated bills in error. SP offered a goodwill gesture. The Ombudsman required SP to increase its offer to cover the amount of the credit balance in recognition of the shortfall in customer service.

8.2

C complained that there had been a number of issues with the service from SP over several months. C had detailed these in a letter and asked for a written response. Despite numerous telephone calls and promises that the letter was being dealt with, C

had still not received a reply more than five months later. As resolution, C wanted a written response, an apology for the delay and compensation for the costs of the telephone calls, and aggravation and distress caused. SP said that the issues raised in the letter had been dealt with and that a number of goodwill credits had been added to C's account.

The Ombudsman agreed that the goodwill payments which had been made had been sufficient to cover the problems which had affected C's account. However, she considered that a delay of more than five months in sending a written response to a letter amounted to poor customer service. She required SP to send a written response to C, answering the points, and to apologise and make a goodwill payment for the delay in sending the response.

8.3

C had a rewards scheme with SP where C accrued discounts in order to purchase a new handset if C wanted. C did purchase a handset but then cancelled the order as the handset was incorrect. Therefore, SP agreed to credit the discount back to C's account, however, this was never actioned and eventually transpired SP could not do this for technical reasons. C was unhappy with this and complained to SP and although it explained why it could not action the credit, and ensured that C would receive this if a new handset was purchased, C remained unhappy.

From the evidence provided for investigation, there was no evidence to suggest that SP was deliberately trying to prevent the discount from being re-applied (as C had suggested) and it was satisfied with SP explanations and proposal to C. Therefore, this was retained. However, the investigation did find elements of poor customer service from SP and, therefore, it was proposed for SP to also provide C with a small goodwill payment, and also to confirm the current discount C had accrued, taking into account the discount that could not be added.

8.4

C, who was a regular customer of SP, again submitted C's advert design to be placed in the directory. However, when the directory was printed, C's advert was not there. C complained to SP and following investigation, confirmed the advert had been rejected as it had not received any artwork from C to go with the advert. C maintained that the necessary artwork had been provided initially and that C had not been contacted about this. SP offered C a small discount off the price of next year's directory, but C refused this and the matter reached deadlock.

The investigation found that the process involved a consultant of SP being in contact with C and passing over the relevant documentation. C had provided none of this evidence for investigation but it was clear from SP's evidence that it too was unable to confirm if its sales consultant had carried out the correct procedure. On this basis, it was proposed for SP to increase its offer to allow C a discount of 50% off next year's directory, as a gesture of goodwill.

8.5

C contacted SP to change the telephone and broadband package, but C was unable to connect to the broadband service due to software issues. C employed an engineer to resolve the problems with the computer, but was still unable to connect. C cancelled both services within three months and moved to a new service provided. C sent SP letters of complaint, but the company did not reply until some months later. SP did make C two offers to resolve the complaint, but both were rejected.

The Ombudsman concluded that there was some evidence of C receiving a poor customer service, but not all the problems were SP's responsibility. Therefore, SP was required to maintain its second offer and it was suggested that C accept it, as it was considered that it was fair and reasonable. SP was also required to send C a letter of apology for any inconvenience caused.

8.6

SP failed to set up an account using the correct details and continued to charge C in error. The complaint became protracted and took over a year to resolve. The Ombudsman considers this a service failure that caused C inconvenience and costs.

In summary the Ombudsman requires SP to investigate if the advice given on the back of bills to make a complaint is accurate; provide a written assurance that C's accounts have been corrected and the incorrect account balance transfer removed; ensure that the account is now correctly addressed to and charging; make a further goodwill gesture in recognition of the inconvenience caused and the costs C incurred; and issue a formal letter of complaint and an explanation of the service failure, poor administration of the account and in adequate level of customer service demonstrated.

8.7

C experienced a loss of service and then complained to SP about compensation/recompense for this. At the same time, C also disputed other call charges on the bill. However, despite SP having orally confirmed a credit would be applied, C claimed this was not received and despite C then sending further complaint letters, no formal replies to the complaint were received.

The investigation found that the credit SP had initially advised, had been applied, but that this was taken directly off the account, rather than applied via the next bill, which caused C confusion as no confirmation of the credit had been provided. Although the investigation was also satisfied that the other disputed charges were levied correctly, it was clear C had received a shortfall in customer service with SP's poor response to the complaint. In addition, the investigation also queried other charges that had been levied after C had disconnected the service. Therefore, it was proposed for SP to provide C with a direct goodwill payment and apology and also look into the further disputed charges the investigation had highlighted and provide a refund if necessary.

8.8

C sent a letter to SP regarding C's previous bills, as C was querying the level of charges being incurred, but received no response. C sent another letter and then received an acknowledgement advising an investigation was taking place. C then received a further letter requesting C contacted SP to discuss the matter, but C wrote a further letter in reply. SP then attempted to call C and left a message and requesting C call back, but C sent another letter, but no further actions were taken.

In this instance, it was clear that C was querying having been overcharged by SP for sometime and despite a request for it to investigate this, no investigation ever took place. Although the investigation did not concur that SP should investigate the issue back to a few years, it was considered an appropriate request from C, for SP to at least look into the matter and respond. The investigation was satisfied that C received a shortfall not only in this regard, but SP's overall responses. Therefore, particularly as no evidence had been presented to suggest any over or incorrect charging, it was proposed for SP to provide C with a written breakdown of all the services C currently received and their respective service charges, and also apply a goodwill credit to Cs account and provide C with an apology. It was recommended to C that upon receipt of this information from S, C then made contact with its Customer Services (on the free phone number provided) in order to discuss the best options available for C.

8.9

C ordered a service from SP. SP failed to provide the service for several months. During that time C made many calls to SP as SP failed to maintain contact or keep C updated with details of the service. Once provided, C asked for the cost of mobile calls to be reimbursed for the period that the service was not available. SP offered a contribution as a gesture of goodwill, but C rejected it.

The Ombudsman noted that SP failed to keep C informed of the delays in provision of service. SP was required to send a letter of apology for the delay and make a payment as a gesture of goodwill.

8.10

SP delayed for over five months to provision the line rental and call service. C received conflicting advice regarding this matter and continued to receive bills from the previous SP. C's broadband service was activated and good use was made each month therefore the Ombudsman maintains the charges for that service in accordance with the contract.

C suffered a shortfall in customer service and incurred costs when seeking resolution to the complaint. In summary the Ombudsman would require the SP to make a goodwill credit; maintain the outstanding broadband balance of account removing any late payment or administration charges; provide a Migration Authorisation Code and then cancel the broadband contract without penalty, maintaining any charges for the service until the date of termination. SP is to 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 in relation to this case; and to issue a formal letter of apology in recognition of the customer service issues raised.

The Ombudsman recommends SP reviews any training issues and shortfalls in its customer service procedures that this complaint has highlighted.

12.0 Disputed Charges

12.1

C disputed charges taken from the account by SP without authorisation. C added that a poor level of customer service was experienced. SP stated that the charges taken were correct but offered a goodwill gesture to reflect the service shortfalls. It was found that the charges taken were correct and valid. There was no evidence to show that the charges were taken without authorisation. But C did not receive a level of service normally expected.

SP was required to offer C penalty free cancellation, a goodwill gesture payment against any remaining outstanding balance or refund any amount outstanding by cheque, confirm that the account is closed and send a letter of apology for the service shortfalls highlighted in the report. Or alternatively if C waned to remain a customer, SP was required to make a goodwill gesture payment, against any remaining outstanding balance or refund any amount outstanding by cheque and send a letter of apology for the service shortfalls highlighted.

12.2

C disputed call charges to a mobile number in Portugal and complained to SP. C did not receive promised call backs. SP maintained the charges but as goodwill gesture offered a 25% discount off the disputed charges. C was not happy with this offer and complained to Otelco.

The Ombudsman accepted that the calls had been made from C's handset. The Ombudsman considered that SP had made a generous offer and required it to maintain this offer.

12.3

C complained to the SP about the increased charges being applied in respect of their dial-up internet service. The SP advised this was nothing to do with it, and advised C to contact the internet service provider. This C did, but they were referred back. C continued to dispute this matter with the SP in writing, but it failed to make any response.

After reviewing this matter it was clear that the increased charges were as a result of the dial-up number used by C being changed. However, as the SP had no control over this matter, it was concluded that the SP had correctly charged C for the service provided. Nonetheless, it was concluded that the SP had failed to provide C with a clear explanation of the problems being experienced, in addition to failing to provide a response to their letters.

It was recommended to C that they contact the internet service provider for further advice, while the SP was required to send a letter of apology and make a goodwill credit to the account in full consideration of the poor customer service.

12.4

C, a small business, ordered telephone system from SP. The services were provided by way of a lease agreement payable quarterly. C complained about additional charges he received from SP as he understood that all charges were included within a quarterly payment. SP advised C that C was liable for national calls over the allowance of £40 per month and for select services. C complained and SP maintained the charges. C complained to Otelco.

The Ombudsman considered that C had not provided evidence that all charges would be included in the quarterly payment and that it was clear from the contract that charges over £40 per month for national calls would be payable. The Ombudsman did not require SP to take any further action.

12.5

C had open surf account with SP. This was stopped by SP after a payment problem and C was automatically switched to pay as you go. C set up another Direct Debit payment for the open surf account. However, C still was connected through the pay as you go number and incurred large telephone bills. C complained and requested a refund of the call charges. SP refunded the Open Surf charge but refused to cover the telephone charges as SP advised this was C's fault.

The Ombudsman examined the case file provided and was not satisfied that SP had not diverted the calls. The Ombudsman considered that SP was able to block calls to open surf in the event of non payment and had automatically switched C to pay as you surf. Technical Support had only been able to identify one dial up number on C's PC which was for open surf.

The Ombudsman therefore required SP to provide a goodwill payment to cover C's telephone charges for calls to SP's pay as you go service.

12.6

C had received bills over several months showing high GPRS charges. C had claimed that the charges were incorrect and that the phone must be faulty. SP had insisted that

the charges were correct but an adviser suggested that C ask for a repair centre to look at the phone. The repair centre had confirmed that the phone had a fault and, after C had faxed confirmation of this, one of SP's advisers had agreed to credit the disputed charges to C's account. SP's billing team refused to credit the charges until an engineer's report was produced confirming that the fault which had been repaired had caused the charges or a copy of the letter was produced. C had not been sent an engineer's report and SP's adviser had been unable to get one but had now also lost the evidence which SP had faxed in. C had cancelled the service and wanted SP to apply the promised credit to the final account and provide compensation for the time and inconvenience incurred.

The Ombudsman decided that C had done everything possible to resolve the matter and required SP to apply the promised credit to the account reduce any outstanding balance to zero, apologise for the failure of customer service and make an appropriate goodwill payment.

12.7

C complained that SP had passed on the account to a Debt Collection Agency and the adverse information was then recorded against C's name. SP maintained that the record was a true reflection of C's account. The Ombudsman found that the record was indeed a true reflection of C's account. It was considered that C should have informed SP about the change of address as this would have prevented the Debt Collection Agency being involved and adverse information being recorded against C's name.

No further action was required from SP. C was advised to contact a credit reference agency, either Experian, Equifax or Call credit and ask it how C could add a Notice of Correction to the credit file.

Change of address, Debt Collection Agency, credit file.

12.8

C contacted SP and enquired why withdrawals had been made from the bank account. SP apologised for the error and refund C via the Direct Debit indemnity method. C claimed compensation. SP provided a goodwill payment, but this was refused by C. The Ombudsman acknowledged there had been an error by SP but was of the opinion that SP took appropriate action to rectify the matter as it refunded C immediately after being told about the matter and provided a goodwill payment. The Ombudsman required SP to increase the goodwill payment.

12.9

C entered into a contract with a Service Provider but the contract was later transferred to another provider (SP). SP noticed that C had not previously been charged for Non-Geographic calls (numbers prefixed with 07744) and billed C for such calls. C complained and told SP that the original contract did not allow for this. SP credited the cost of previous calls but advised C that with immediate effect it would charge for such

calls. C was unhappy with this and argued that C should be allowed to cancel the contract without penalty. SP refused to do this so C complained to the Ombudsman.

The Ombudsman noted that SP's Terms and Conditions did allow for changes to be made to original contracts, including charges, but in the Ombudsman's opinion SP had not followed the requirements of the Terms and Conditions to the letter and therefore C was entitled to cancel the contract without incurring an early termination fee and directed SP to allow this.

12.10

C complained that SP had increased the charges on C's account. SP stated that C had been informed about the increase in charges, and under the Terms and Conditions of the contract, was entitled to make this increase. Despite this, SP agreed to apply a credit to C's account which was equivalent to half the increase in charges.

The Ombudsman accepted that SP was entitled to increase C's charges, and was satisfied that SP had given C the necessary notification of its intention to do this. SP's offer was considered generous, and no further action was required.

12.11

C took up SP's service but was overcharged which SP admitted to. A refund was promised but not provided. C's usage was later restricted due to peer to peer file sharing. C claimed this was not covered in SP's terms and conditions and required reinstatement of their full service. SP refused.

The Ombudsman considered that C had experienced poor customer service and required SP to make a goodwill gesture and a refund for overcharges. The Ombudsman considered SP had correctly applied traffic shaping to C's account but had failed to explain this to C so required a letter of explanation

12.12

C asked to transfer service to a new address. SP agreed timescales with C but C felt that they had been exceeded. SP demonstrated that the timescales were met. C claimed that SP charged for service that should have been included in the package price. SP admitted that it had and had corrected the error. C sent a letter of complaint to SP and asked for calls to be escalated. C claimed that SP refused and SP admitted that calls had not been returned and that a letter could have been responded to more fully. C asked to cancel the service without charge. SP advised of the termination fee if the service was disconnected early. C claimed that SP had not advised of a new contract in completing the house move.

The Ombudsman noted that C had agreed to the timescales and that SP had met them. The Ombudsman also noted that C had used the service and there was no reason why it should be cancelled due to a billing error that had also been corrected. SP

acknowledged its failure to respond fully to C's complaint and offered a small goodwill gesture. SP was required to provide the credit o the account and also provide written confirmation of other credits applied for the incorrect charges, along wit an apology. However, C remained responsible for payment of the outstanding balance and the termination fee if C chose to cancel.

12.13

C cancelled a broadband order before the service was activated but SP raised package charges and an early termination fee in error. It then collected payment for these charges from C's bank account via direct debit despite a specific request not to do so. SP then only provided a part refund of the overpayment. The Ombudsman concludes this case was poorly administered and required the SP to make a goodwill gesture in recognition of the customer service issues raised; provide the refund due; and to issue a formal letter of apology.

13.0 Equipment

13.1

C took out a new mobile package from SP. The SIM (Subscriber Identity Module) card arrived but the C was unable to use the SIM card in the existing handset. The C felt that the SP should release the C from the contract as the SIM was incompatible with C's existing handset and SP had not advised of this.

The SP refused this as its terms and conditions state that the C is responsible for ensuring the SIM is compatible with the C's handset. The C made several complaints to SP and the SP failed to respond in a timely manner. Eventually the SP agreed to cancel the contract and refund charges on a goodwill basis but C requested compensation, which the SP refused.

The Ombudsman considered that the contract was valid and therefore the SP's decision to waive it represented goodwill. She agreed that the SP had provided a shortfall of customer service, but considered that the goodwill previously applied by the SP was sufficient.

14.0 Faults (Equipment)

14.1

C was experiencing larger than normal bills and considered this was due to a fault on C's handset as the calls would not disconnect when the handset was closed. C reported this to SP and was advised to visit a local SP store. However, when C went, C was then

advised to contact SP Customer Services. C then withheld payment on the account and it was eventually terminated for non-payment. C complained to SP but remained unhappy with the response.

For investigation, no billing evidence or fault report evidence was provided so it was unclear if the handset was actually at fault and not disconnecting. The investigation found that C had been advised correctly by SP Customer Services, following contact with it, but it was unclear if C had visited SP's store as advised. The investigation was also unable to determine what C may have been advised in-store. Nevertheless, it was clear that following C's formal complaint, SP had provided a goodwill credit to the account. The investigation found this to be fair and reasonable, but did make a proposal for SP to now take the necessary actions in order for C's handset to be sent for repair, at no cost to C.

15.0 Faults (Line)

15.1

C had a fault on the telephone line which interfered with calls, and either the line was dead or there was noise interference. C made a number of calls to report the fault but it continued for over a few months. C asked for compensation for loss of service and use of mobile phones. SP offered a goodwill gesture and credit for loss of service. C rejected the offer and complained to Otelo.

The Ombudsman considered that SP had made a reasonable offer and required SP to maintain it. The Ombudsman considered that C's claim for additional expenses was not warranted.

15.2

C complained that broadband with SP had not been provided for six months. C also complained of line faults. C remained dissatisfied with Sp's lack of response to the problems C had encountered. C requested a full working service and compensation. SP said that it had been established that the broadband service had never been activated even though its systems said otherwise. SP said that it was attempting to provide C with broadband but C's landline was on fibre optic. Therefore broadband may not be able to be provided and so SP advised that if this was the case then C could cancel without penalty.

The Ombudsman said it was evident that C had received poor customer service from SP. SP failed to resolve the broadband connection issue within an acceptable time frame and C had received no call backs or responses to letters sent. SP was required to continue to investigate the broadband issue and if service could not be provided to allow C to cancel without penalty. SP also required to award a nominal goodwill payment and refund C with rental paid whilst without service.

15.3

C was a small business. C had two numbers operating from one line and SP agreed to transfer the telephone service on a like for like basis, including the second number. SP did not provide the second number or the call divert and C complained. C was without the second number for two months and incurred business losses. C requested compensation but was not satisfied with the amount offered and complained to Otelio.

The Ombudsman considered that SP had given incorrect advice to C about the transfer of the Call Sign number. This was a calling feature which would not transfer across automatically. However, C had not provided any substantiation of the loss incurred and the Ombudsman considered that the amount of the claim was unwarranted. The Ombudsman required SP to increase its offer of compensation as a goodwill gesture to compensate C for the shortfall in customer service.

15.4

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.

15.5

C experienced a loss of the telephone and broadband service for a period of time and complained to SP by email and letter. SP eventually restored the services, but failed to reply to the majority of C's correspondence. SP did apply a credit to C's account, but C did not consider the amount to be fair and reasonable.

The Ombudsman concluded that C had received a shortfall in customer from SP and required the company to apply a further goodwill credit to C's account and send C a letter of apology for the shortfall in customer service and for any inconvenience caused.

15.6

C initially complained to the SP about the delayed broadband provision and subsequent connection problems. However, this was later compounded by the loss of all services following an LLU upgrade and payments continuing to be incurred. The SP incorrectly passed the account to a debt collecting agency, but then offered to clear the outstanding balance and make a goodwill payment after C transferred to another SP. The offer was declined.

It was concluded that the SP had failed to provide the required service or an adequate level of customer service. However, the goodwill offers offered by the SP seemed reasonable and therefore it was required for these to be maintained.

In resolution the SP was required to send a letter of apology, clear the outstanding balance and maintain the proposed goodwill payment.

15.7

C experienced a fault on the line for a lengthy period. During this time C could not make calls. It was shown that letters had been received by SP that had not all been responded to. It appeared that SP felt that the fault had been cleared but it accepted no calls had been made by C during the relevant period. The failure to respond to all correspondence was seen as poor customer service which had led to the situation being extended.

SP was required to provide a letter of apology; compensate C for the period 4 October relevant period at its published rate, in accordance with its Customer Service Guarantee Scheme and to account for this to C. This was to be provided as a credit to the account; SP was also required to provide a refund of the line rental charged for this period. This was to be provided in the form of a cheque and provide a goodwill gesture for the poor customer service experienced. This was also to be provided in the form of a cheque.

15.8

C agreed to a business telephone line with SP, but initially there were some problems with the service and call minder feature. C claimed actual financial loss and SP later accepted a claim. C sent letters to SP, but the company failed to deal adequately with C's letters and complaint. C also raised some billing queries.

The Ombudsman concluded that there had been some poor customer service and required SP to apply a goodwill credit to C's account and send C a letter of apology. SP was also required to offer C a credit equal to two months line rental.

15.9

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.

15.10

C complained to SP when a fault developed on the line. An engineer fixed the problem and C claimed that he was informed that he would not be liable for the charge of the repair. C was not happy with the amount of compensation offered for the loss of service but SP resolved this issue by offering C a goodwill payment. C later received a bill which contained a charge for the repair. C complained to SP and it was agreed that this charge would be removed. C believed that an amended bill would be sent and was awaiting this before payment was made. Instead C was sent a reminder for the outstanding balance C agreed to pay but continued to dispute this with SP. C sent several letters to SP however the final letter that C sent was not responded to. C asked for compensation from SP but this issue was not addressed.

The Ombudsman concluded that SP were required to write to C apologising and confirming that the repair charge had been deducted from the bill. The Ombudsman also required SP to issue C with a goodwill payment to reflect any shortfall in customer service.

15.11

C agreed to SP's landline and broadband services but then experienced a loss of service on both. C reported this to SP but C maintained the service was never restored. Therefore, C terminated the contract and transferred suppliers, but SP continued to chase for payment, despite C's complaints.

The investigation found that although C had reported a loss of service, this was resolved by SP within a few days and it corresponded with C to advise. However, C made no further contact and then proceeded to transfer C's services. SP had proposed to recompense C for the small loss of service and the investigation welcomed this decision. It was also found that SO had provided C with a shortfall in customer service with its lack of written response to C's complaints, but it was also clear that SP had decided not to pursue C for a termination fee. This was considered to be fair and reasonable recompense.

22.0 Internet Connection

22.1

C ordered a broadband service with SP but the SP was unable to supply it. The C spent long periods contacting SP but could not connect. C called in an IT expert but still could not connect.

SP refunded all charges and offered a goodwill payment, which C rejected.

The Ombudsman required that the SP make the goodwill payment as previously offered and provide a written apology to C for the inconvenience caused. She also required that the SP make a contribution to the IT costs on a goodwill basis.

22.2

C contacted SP as there were fault with broadband service. C complained that SP failed to have complaint escalated and C claimed that call backs were promised but not received. SP took 16 days to escalate C's complaint although it meet the criteria after four days, then an administrative error led to further delays. C decided to cancel the DD and SP suspended service. This led to a further delay in troubleshooting and when it was finally undertaken it was discovered that C's line had been ceased and would take one month to re-provision. C decided to terminate the contract as C had no service for eight weeks and did not want to wait another month. SP invoiced C for cancellation charges.

The Ombudsman requires SP to refund telephone calls to technical support and make a goodwill payment.

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 claimed that C had been mis-sold a minimum term contract by SP when C believed C had entered into a Pay-as-you-Go arrangement. SP disputed this and pointed out to C that C had received a considerable benefit from a retention credit and had not raised any queries about the contract until the credit had been used up. C would not accept this and complained to the Ombudsman.

The Ombudsman examined billing C had been sent on a monthly basis and noted that the details of a Price Plan clearly showed that the contract did not relate to a PAYG arrangement. She questioned why C had not raised the matter earlier than C did, if what C said was right. The Ombudsman commented that from the events and the occasion on which C did eventually raise a concern about the account, satisfied that C's claims could not be substantiated. She decided that SP need not take any further action.

24.2

C stated that SP mis-sold an agreement at the point of sale. SP refuted C's claim and held C to term. It was found that due to an Ofcom ruling, C was eligible for penalty free cancellation due to the issues raised.

SP was required to offer penalty free cancellation, make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report

24.3

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

24.4

C agreed to service with SP but claimed had been mis-sold and so called to cancel. SP maintained that C remained liable to pay the termination fee as the service was not cancelled within the cooling off period.

The Ombudsman said it could not be known what was discussed at the point of sale as this was face to face. Any misinformation given was viewed as a shortfall in customer service. The Ombudsman also said that C had received service shortfalls due to lack of call backs. As a resolution the Ombudsman required SP to credit the outstanding balance with 50% as goodwill.

24.5

C received a telesales call saying C had won a mobile phone. C returned the handset by recorded delivery and informed SP that the phone had been returned to the dealer and was not wanted. SP did not receive the handset back. C received bills from SP and complained. SP asked for proof of return. C provided recorded delivery slips but SP was not satisfied with this and continued to bill C. C paid under protest to the debt collection agency. C wrote to complain but did not receive a reply to letters and complained to Otelo.

C provided copies of letters from the Post Office confirming postage of the package. SP agreed to close the account and clear the balance.

The Ombudsman considered that SP had made a reasonable offer but required SP to refund payments made by C under protest in recognition of the shortfall in customer service.

29.0 Premium Rate Services

29.1

C disputed premium rate calls on bill from SP. SP maintained and advised that calls were to several quiz TV shows. Sp proposed a nominal goodwill payment as it failed to inform C that some of the calls could have been made by using interactive TV.

The Ombudsman said that there was no evidence to suggest that the calls had not been made from C's line as no other calls were in dispute. The Ombudsman said that SP had responded to C's letters and calls in a professional and timely manner and correctly advised C. The Ombudsman required SP to honour its proposal and credit the goodwill to the outstanding balance. SP to send C a letter confirming the remaining balances for payment. C was advised to approach the companies responsible for the premium rate calls.

34.0 Service Transfer

34.1

C asked SP to transfer C's telephone and internet services to SP's new address. SP failed to do so, even though C asked SP to do this on several further occasions. SP blamed C for failing to provide adequate information.

The Ombudsman was not convinced by SP's explanation, and questioned why, if it needed further information, did SP not contact C, as it had clearly not done. SP was required to refund all payments C had paid in respect of the services after they had been transferred, and to make a further payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

34.2

C moved house and transferred C's landline and services, with SP. However, C claimed there was a delay in SP actioning this and also when the services were activated, C was unable then to connect to the broadband service. C complained to SP about the loss of connection on several occasions and although the fault was reported, no further actions

were taken. C then requested cancellation and a termination fee were levied. C disputed this too.

From the evidence provided, the investigation was satisfied that SP had taken the appropriate actions in transferring C's services. However, in relation to the connection problem, it was apparent that although the matter had been reported to the network and SP was awaiting an update on this, no updates were received and SP took no further action, despite specific requests from C. The root cause of the connection problem also remained inconclusive and other shortfalls in customer service were also found. On this basis, the investigation proposed for SP to provide C with a credit equivalent to 50% of the levied termination fee, as a gesture of goodwill. In addition, SP was also required to provide C with an apology for the shortfall in customer service received and confirmation of any remaining outstanding balance, once that credit had been applied.

34.3

SP transferred C's business line without C's knowledge causing C to lose access to internet domains and to be able to receive calls. SP admitted its error and offered a goodwill gesture that C rejected. The Ombudsman considers this error had a detrimental effect on C's business and required SP to make a substantial award and issue a formal letter of apology.

35.0 Stolen/Lost

35.1

C's handset was stolen abroad. C reported this to SP seven days later. C's handset had accrued high usage. C disputed this was SP and stated that C had not been informed that the roaming facility was available. SP advised that C had been informed of this by text several months previously and had also been given the option to cancel the service. C did not. SP said it had offered goodwill but this was declined. SP proposed that C remained liable for the outstanding balance but said it would arrange a payment plan.

The Ombudsman said that per the terms and conditions of service C remains liable for any usage used until the handset was reported as stolen to SP. The ombudsman had no reason to doubt that SP had sent C a text about the roaming facility but was concerned that this information had also not been confirmed in writing. The Ombudsman required SP to honour its goodwill offer and payment plan as a resolution.

40.0 Wireless Access Protocol (WAP)

40.1

C advises they received a large mobile phone bill which they disputed. C says they should have been alerted to the higher than normal usage and has requested the bill be waived. SP advises the phone was barred as soon as it received notification of the calls and feels the award it has already offered sufficient in addressing the matter.

The Ombudsman found SP has barred the phone as soon as the calling data was available to it and required the goodwill offer already made was maintained.