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1.0 Auto Diallers

1.1

C received a higher than usual bill from SP and found that C had incurred a high charge for a call to a Premium Rate Service (PRS) number. C disputed having used this number and was advised by SP to contact the PRS regulator. The regulator investigated and found the PRS Company to have breached the relevant Code of Practice and was therefore fined, banned from service for one year, and also instructed to refund all complainants. C had tried this but to no avail. SP had also credited C's account for its delay on responding to C's complaint when it was first formally raised. From the evidence and information provided, the Ombudsman was satisfied that SP would not have been responsible for calls being generated over its network and also that it would not have been alerted to such calls. The Ombudsman was also satisfied that SP had recompensed C for any delay in responding and that it had offered C appropriate advice and customer service. In light of the regulator's adjudication, the Ombudsman urged C to continue liaising with the PRS Company in order to obtain a refund and she provided C with other contact details in order to do this. The Ombudsman required no further action from SP.

1.2

C was the victim of a rogue dialler and claimed that the problem could have been identified earlier had SP sent C billing by e-mail as it had promised to do in a welcome letter that C was sent. SP explained to C that it had sent the billing but the rogue dialler could have prevented C receiving them. C would not accept this as C had received other literature. SP told C that in addition to sending billing by e-mail C was able to view the account online at any time and the literature C had received was after the date on which C had applied additional security to C's computer.

SP supplied the Ombudsman with copies of the billing it had sent by e-mail to C. The Ombudsman was satisfied that the billing had been sent.

The Ombudsman also commented that C had other opportunities to monitor billing, such as viewing it online and considering information provided by C's bank. C had not done this.

The Ombudsman came to the conclusion that C was responsible for the charges that had been applied to the account and as she could see no wrong-going on the part of SP she decided that SP need not take any further action about C's complaints.

2.0 Billing

2.1

C was receiving services from SP under package plans when C noticed that charges to the account were higher than expected. C enquired into these and discovered that changes had been made to the package plans which meant that C was not receiving the benefits C wanted under the plans. SP told C that the changes had been made online by account holder. C disputed this and claimed that C had been called by a Sales Advisor and had been offered additional plans, and it was this that had caused the original plans to change. SP investigated but was unable to trace any sales call made to C. SP told C that changes by this method could not be made by internal staff members and either C, or someone that had confidential information about the account, was able to make such changes. SP offered a goodwill gesture to C but C declined the offer.

The Ombudsman considered the methods used by SP and noted that its staff were unable to make online changes. In the absence of supporting evidence about the sales call C claimed to have received, the Ombudsman concluded that on the balance of probabilities the account had been changed online by the account holder, or by someone who had the confidential account information that should have only be known by the account holder.

The Ombudsman concluded that C was responsible for the charges applied to the account and whilst she could see no wrong-doing on the part of SP she decided that it would be appropriate for SP to renew its offer of a goodwill gesture and maintain a further offer of goodwill for C's good custom.

3.0 Broadband

3.1

C contacted SP to request the broadband service, but after realising there may be problems, C changed the order to another line in the house. The order was changed, but it took SP months to provide C with the service. C wrote to SP, but no response was received to C's letters.

It was recommended that SP provide a goodwill credit for poor customer service, provide confirmation that other credits had been applied to C's account, and provide a written response to C's complaint and an assurance that C's credit file had been amended.

3.2

C obtained broadband from SP and discovered connection problems. SP tried to resolve the problem but the problem wasn't resolved. SP discovered later that this was due to C being too far from the exchange. SP allowed C to terminate connection without penalty. C wanted SP to provide it with compensation to cover for the expenses incurred and dial-up charges. The Ombudsman appreciated that SP tried to resolve the issue but couldn't due to exchange problems. She required SP to provide C a credit of broadband charges as a goodwill gesture.

3.3

C upgraded to broadband from dialup service. C received a bill from telephone provider with call charges relating to dial-up. SP advised C that it was C's responsibility to check the settings on the computer. C felt it was SP's CD which corrupted the settings causing the charges. The Ombudsman considered that C should have ensured that the analogue modem remained unconnected from the telephone as this was the cause of the charges. However, she required SP to provide C a goodwill payment as it appeared that an advisor may have incorrectly advised C that charges would be refunded. ?

3.4

C subscribed to SP's broadband service. C was able to use the service, but sometimes it disconnected. SP tried to repair the problem, but could not. After several months SP therefore allowed C to cancel the contract without penalty.

The Ombudsman was of the opinion that as C had paid the account in full up to the date SP had agreed to cancel it, that SP should be required to refund a small proportion of the payments made to recognise the problems C had undisputedly been caused. SP was required to make a further payment to recognise some customer service failings.

3.5

C entered into a minimum term agreement with SP for a broadband service. C's application was processed and the services were provisioned to him. C then asked for the service to be cancelled claiming that C had a right to this under the cooling-off period. SP advised C that the cooling-off period had expired and that an early termination fee would be applied to the account. C refused to accept that the cooling-off period had expired by the time C asked for cancellation and refused to pay charges on the account. SP cancelled the account and applied the early termination penalty. C refused to pay this.

The Ombudsman considered the contents of the application form C had submitted to SP for services and the terms and conditions of the service. She noted that the application form provided detailed information about the cooling-off period and both the application

form and the terms and conditions specified that an early termination fee would be applied in the event of early cancellation of the service. The Ombudsman noted that the date on which C asked for cancellation was after service had been provisioned and outside of the cooling-off period.

The Ombudsman came to the conclusion that there had been no wrong-doing on the part of SP and C was responsible for all the charges that had been applied to the account.

3.6

C ordered a broadband service from SP on the clear understanding that SP supported another e-mail service provider. C discovered connection problems with the broadband service and C's e-mail provider which could not be overcome by SP. SP then advised C that whilst it supported the other service provider it was unable to offer Technical Help with connection problems with it. C complained that C had been mis-led and was entitled to compensation. SP said that under its broadband terms and conditions C was not entitled to claim compensation.

The Ombudsman decided that SP should have made it clear to C that its Helpdesk may not be able to resolve connection problems with another service provider. This was material information that C should have been given to make an informed judgment on ordering the service.

The Ombudsman decided that C was entitled to compensation and in deciding the level of it she took into account that SP had provided C with an alternative dial-up service and this was reflected in the award.

3.7

C experienced slow speeds during off peak hours of Fair Usage Policy with SP. C claimed this was due to the Fair Usage Policy being utilised during off peak hours. SP said this was not the case although it had not been given the chance to investigate this further as C did not contact it whilst experiencing this problem. C also said that SP had agreed to match another provider's rental but this did not happen. Sp said it had placed a discount on C's account.

The Ombudsman said that it could not be known what the slow speed problem was. SP to contact C during off peak hours to initiate further tests. If problem is found to be with the amount of data downloaded by C and C remains unhappy with this then SP to cancel the service without penalty. Sp to credit C's account with a nominal goodwill payment in recognition of call costs to SP.

3.8

C cancelled transfer of telephone service within cooling off period. C then received bills for a broadband service not agreed to. SP said it attempted to cancel the service but due to a system error it was unable to. C sent a letter to SP but received no response.

The Ombudsman said that C had received poor customer service from SP. SP provided a service without C's consent, failed to cancel the service when requested and also failed to stop billing C. SP to cancel the account. Remove the outstanding balance and send a letter of apology to C. SP to also award a nominal goodwill payment.

3.9

C agreed to SP's broadband and telephone service but was unable to connect due to not receiving any information about the service. C maintained that as C had not received a modem, C was unable to utilise the broadband service. C therefore complained to SP and although it advised another modem would be sent, no further action was taken. C continued to complain, but again received no further response. Upon investigation, although SP maintained that the modem was not the essence of the contract, it also acknowledged the poor customer service it and provided to C throughout. The Ombudsman welcomed SP's admissions and also its proposal to resolve the matter. The Ombudsman was satisfied that this was a fair and reasonable solution to the dispute. And therefore required SP to close C's account without penalty and with a zero balance; as well as provide C with an apology and goodwill payment, and also ensure C's credit history had not been affected.

3.10

C ordered broadband with SP. The service was activated but C did not receive the modem prior to activation. C then requested cancellation. Sp advised that C would be liable to pay a cancellation fee. C disputed this and sent two letters to SP but received no response.

The Ombudsman said that as C requested cancellation after the service was activated then C was liable to pay a cancellation fee. The ombudsman however viewed SP's lack of response to C's letters as poor customer service and requested that SP credited the remaining outstanding balance with a goodwill payment. C remained liable to pay the remaining balance.

3.11

C said broadband with SP did not work since installation. C said had called SP on numerous occasions but received no help. C sent letters to SP but the response received was not satisfactory. SP said it had attempted to call back C as requested but that C failed to follow its trouble shooting process. SP confirmed it could not verify if a fault had been raised and pursued with its broadband network provider.

The Ombudsman said it could not be known why the broadband service did not work. The Ombudsman was however concerned that SP did not pursue a fault with network provider or respond to letters received. As an amicable resolution the Ombudsman required SP to remove the outstanding balance, including the termination fee.

3.12

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

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

3.13

C contacted SP with issues relating to MAC, disputed charges, broadband, loss of income and poor customer service. SP did not respond to the Ombudsman.

The Ombudsman concluded that C was not entitled to a loss of income as she had breached the terms of the contract by using her service for business use. The terms of the agreement did not allow for business use. Therefore, SP was required to clear C's account balance to nil (including the termination fee) as a goodwill gesture for the service shortfalls received, failure to respond to the correspondence or take ownership of the complaint, send a MAC as a matter of urgency, send written confirmation that both the broadband and telephony accounts are fully closed with a nil balance along with a full written apology.

3.14

C contacted SP to say that incorrect amounts had been debited from C's bank account. SP found that an additional account had been incorrectly set up and C had overpaid. The second account was closed and it was arranged for C to make an Indemnity Claim for the incorrect payments that had been taken. However, SP also applied an additional credit in error and therefore C received too much. C decided to cancel the service and go to an alternative supplier. However, the active was still active as there were arrears on the account and C later received bills and a debt collection letter. As there was a lengthy delay in between, C had assumed that the service had been disconnected, but it had been suspended due to non payment on the account. C complained to SP, but although C dealt with some of the complaint, it failed to fully respond to C's queries and complaints.

The Ombudsman required SP to provide C with a goodwill payment, a letter of apology and an assurance that C's credit files had been amended to show that the debt had been cleared.

3.15

The Ombudsman concludes SP failed to provide a satisfactory level of customer service during the management of this case. SP admitted it failed to cancel the broadband account when first asked and C was unable to transfer the services to a different internet service provider. The Ombudsman considers due to SP's poor administration this case became protracted and C suffered inconvenience and costs when pursuing resolution.

In summary the Ombudsman requires SP to issue a formal letter of apology including an assurance the account is closed with a nil balance; remove the marker from the line and provide a MAC; make a goodwill payment payable by cheque.

5.0 Cancellation

5.1

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

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

5.2

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

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

5.3

C's contract with previous provider was due to expire. C then received a bill from SP as it had taken over previous provider. C disputed this as did not agree to a new tariff and 12 month contract. C called SP and sent letters but received no resolution.

The ombudsman said that C had received a shortfall in service as SP had not informed C prior to new contract and tariff and given C the opportunity to cancel. SP to remove the outstanding balance and ensure that C's credit rating is not affected.

5.4

C cancelled landline and broadband transfer to SP. Sp did not action request and C continued to be billed. C sent letters but received no response.

The Ombudsman said that C had received poor customer service from SP. SP failed to cancel the services when requested. SP to refund C with all payments and award a nominal goodwill payment.

5.5

C arranged to transfer C's broadband service from SP to another provider. SP failed to cancel C's broadband service. Therefore, C was charged by both SP and the new provider for broadband. C complained. SP took several months to remove the disputed services. As a result, C refused to pay the charges asked for until the account was corrected. C's services were suspended on several occasions, until the account was corrected.

The Ombudsman required SP to apply a credit to C's account as a goodwill gesture to recognise the inconvenience caused as a result of charging C incorrectly. SP was also required to apologise to C for the problems identified.

7.0 Credit Control

7.1

C's handset was stolen and C reported this to SP. SP told C that under the terms of the contract C was responsible for line rental charges for the remainder of the minimum contract period. C disputed this. C had by this time not paid two bills SP had sent prior to the loss of the handset. Following the report of the loss of the handset C refused to pay all charges that were outstanding or applied further to the account. SP sent letters to C asking for payment by C did not do this. SP advised C that C was obliged to conform to the obligations concerning line rental charges and C eventually accepted this,

but did not make payments. SP arranged for a credit reference default entry to be made against C. After the default had been made SP agreed a resolution with C in respect of the charges outstanding on the account. C eventually paid the charges but then discovered that SP had caused the credit default entry to be made and C complained about this.

The Ombudsman considered the chain of the events and she was satisfied that at the time that SP arranged to have the default entry made C was in debt to the amount shown on the entry. She noted that SP had merely credited C's account as a gesture of goodwill and this had reduced the amount that C had to pay, but the actual debt had remained as SP had stated.

The Ombudsman could see no wrong-doing on the part of SP in providing the information it did, which was correct. However, she noted that SP had sent a letter to C saying that now the debt had been cleared it was prepared to amend the record to show the default as settled. The Ombudsman decided that SP should fulfil this promise it had made to C.

8.0 Customer Service

8.1

C complained that SP set up a new account when they required an upgrade. SP stated that it was a sales issue and did not comment.

The Ombudsman considered that SP could have investigated part of the complaint that related to it and that it was remiss in referring C to a debt collection agent. He required SP to cancel the debt collection action, apologise for this and cancel the unwanted new contract as C had requested. This was on the proviso that C returned the unused equipment.

8.2

C complained that an account cancellation request was not observed by SP which maintained billing and referred the debt to a collections agent. SP investigated and stated that it had not received the original cancellation request, but that it would close the account and clear the balance. It also offered to cancel the debt collection escalation.

The Ombudsman considered the offer by SP was generous and required it to complete the offer as a full and final settlement.

8.3

C stated that there were many problems with the service from SP over a protracted period of time. SP investigated the various complaints and could find no fault, even after hardware was exchanged.

The Ombudsman considered that SP had handled the complaint from C appropriately and did not require any further action from it. She recommended that C considered changing service providers if the problems that were reported as on-going were too intrusive.

8.4

C asked to cancel an account with SP. SP claimed that the request was not received and did not take action. C sent several letters to SP but claimed that SP ceased contact. After a significant period C received a bill from SP. C complained and claimed that SP had allowed the balance to increase despite no usage on the account. SP advised that the matter had been investigated and that the balance was valid.

The Ombudsman noted that SP had responded to all but one of the letters received and that billing had continued throughout. C had returned the bills to SP, which demonstrated that C had received confirmation of the balance. The Ombudsman also noted that C had continued to use the service. The Ombudsman noted that SP had offered to reduce the balance as a gesture of goodwill and she accepted that this was reasonable. However, the remaining balance was considered to be valid and payable.

8.5

C agreed to an upgraded handset with SP but did not realise that this would mean extending the term of the contract. C then agreed to another contract with SP and returned the handset to a third party retailer. C complained when SP continued to bill for the original contract and claimed that SP had not advised of the extended term. C believed that as the handset had been returned SP would have cancelled the original contract. SP explained that the handset had not been received.

The Ombudsman noted that as the handset had not been returned to SP it would not have cancelled the contract. The Ombudsman accepted that SP was likely to have explained the extended term for the upgrade and therefore the original contract was considered to be valid. Action was not required of SP.

8.6

The Ombudsman notes C's complaints of poor customer service, however based on the information made available to her she could find no instance of service failure.

The Ombudsman considers that SP provided a clear direction of its transfer of number procedure and cancellations process in accordance with its terms and conditions of contract. However based on the information provided, the Ombudsman considers C failed to follow the procedure as required and because SP did not received instruction from C as it had asked, and the account remained active.

The Ombudsman considers SP was correct to maintain the charges and does not consider it has breached its contract. The Ombudsman requires C to take no further action in light of this complaint.

8.7

The Ombudsman concludes C has suffered a shortfall in coverage and C has not had full use of the services. SP confirmed its records indicate that the services had not been fully utilised since the outset of the contract. Despite attempts to resolve the problem the network coverage received remained inadequate.

In summary the Ombudsman requires SP to issue a returns envelope for the handset; make a goodwill gesture in recognition of the customer service issues raised; cancel the account without penalty; ensure no adverse information has been passed to negatively affect credit file; issue a code to allow C to transfer his number to a different service provider; issue a formal letter of apology including confirmation that the Ombudsman's directives have been completed. These directions should be completed on receipt of the handset.

8.8

C's handset was under contract but was destroyed in a fire. C contacted SP to cancel the contract and then claim insurance. SP maintained there was a charge for early cancellation and that it was C's choice to claim this back through the insurance. C was not happy with the customer service received and complained to SP, but received no response, apart from increased and further billing. The Ombudsman was satisfied that in this instance, P had provided C with correct information and also offered to reduce C's tariff to a lower tariff, so that the termination charge would be lower. However, the Ombudsman also found instances of poor service levels in relation to alack of response to written complaints. Therefore, the Ombudsman required SP to carry out its proposal of lowering C's tariff, and then provide C with a bill to confirm the outstanding balance that was inclusive of the termination fee. The Ombudsman recommended that C made payment and then claim this back through the insurance.

8.9

C complained to SP about staff members and certain issues concerning compensation. Although SP responded it did not highlight the compensation issue and later did not respond to two letters from C. SP later applied a goodwill gesture in recognition. It was considered that SP had provided a poor service, but the goodwill was considered to be adequate. It was proposed to the Ombudsman that SP provided C an apology for poor service.

8.10

C gave the appropriate cancellation notice but SP continued to bill for the service. SP tried to act on the request but the cancellation was not accepted. C sent letters of complaint but SP failed to respond. When C called, SP accepted its error but the cancellation was not processed. C continued to receive payment demands from SP. SP proposed a resolution in its case file to the Ombudsman.

The Ombudsman was of the opinion that there had been a shortfall in service and that SP had failed to act on requests appropriately. However, the Ombudsman accepted that SP had made a reasonable offer to resolve the matter. SP was required to provide the proposed remedy in addition to a further small goodwill payment for the failure to respond to letters of complaint.

8.11

C signed up with SP for telephone service but didn't receive a welcome pack. A few months later a bill was received from SP despite non usage of the account. It was later discovered by SP that it had held an incorrect address on the system which meant all the correspondence was not delivered to C. However, SP maintained the call charges. The Ombudsman considered that since SP made the initial address error which led correspondence being sent to the wrong address it should waive the outstanding balance on C's account. Although SP's records indicate that the calls were made from C's telephone line the Ombudsman considered that since the address was incorrect she was uncertain whether the calls were made by C. She required SP to refund the call charges, provide C an apology and provide C assurance that no adverse information had been recorded against C's name and if any had, it had been removed or amended.

8.12

C signed up with SP for telephone service but didn't receive a welcome pack. A few months later a bill was received from SP despite non usage of the account. It was later discovered by SP that it had held an incorrect address on the system which meant all the correspondence was not delivered to C. However, SP maintained the call charges. The Ombudsman considered that since SP made the initial address error which led correspondence being sent to the wrong address it should waive the outstanding balance on C's account. Although SP's records indicate that the calls were made from C's telephone line the Ombudsman considered that since the address was incorrect she

was uncertain whether the calls were made by C. She required SP to refund the call charges, provide C an apology and provide C assurance that no adverse information had been recorded against C's name and if any had, it had been removed or amended.

8.13

C made a complaint that SP had opened an account but did not provide the full service. The complaint was very confused and was not supported by the documents provided. SP accepted that there had been a shortfall of customer service and offered to clear the account and cancel it without penalty.

In the circumstances it was recommended to the Ombudsman that this offer be accepted as an appropriate resolution.

8.14

The Ombudsman concludes SP failed to provide an adequate level of customer service on this case. C says SP sold a service inappropriate to C's needs. While the Ombudsman has not seen evidence to support that claim, he considers that C's high usage would indicate a higher service requirement was needed from the outset. Due to poor account management and customer service issues C lost connection to the broadband service and then C was further inconvenienced by delays in restoring the service.

The Ombudsman considers that C actively sought resolution to the complaints and in doing so incurred costs and suffered inconvenience.

In summary the Ombudsman requires SP to make a goodwill payment of equivalent to the outstanding balance on the account in recognition of all the days without service, all the costs highlighted and customer service issues raised on this case; issue a formal letter of apology and an assurance that the account is now closed with a clear balance.

8.15

The Ombudsman considers C continued to receive marketing calls from SP despite C's repeated request for cessation. The Ombudsman considers SP's reference to the telephone preference service was appropriate advice to have given. SP told the Ombudsman that the calls were warranted as they related to billing issues. The Ombudsman accepts contact from the Accounts Team is justified when a customer has failed to make payment on the account however she considers the marketing calls were not.

The Ombudsman concludes there was a shortfall in customer service at times on this case. There is evidence that the account was poorly administered. In recognition of the customer service issues raised on this case the Ombudsman directs SP to ensure the account balance is cleared to nil then closed and this is confirmed in writing and no further contact is made with C.

11.0 Disconnection

11.1

C's service was disconnected without prior notice. SP initially told C it was not C's provider and to approach another company. C disputed this and sent letters to SP. SP investigated further and discovered that an engineer had incorrectly disconnected C's line and connected it to another person's apartment.

The Ombudsman said that C had received poor customer service from SP. Although the disconnection in error was not SP's fault it should have taken responsibility and resolved the complaint sooner. SP to award C with a nominal goodwill payment and a letter of apology.

12.0 Disputed Charges

12.1

C complained to SP about several disputed mobile phone calls listed on C's bills. SP stated that it was satisfied that the calls were made by someone within the household. However, C remained dissatisfied and C complained to SP. SP provided a goodwill credit for the delay in responding to C's complaint. However, SP maintained the charges and provided C with a deadlock letter.

The Ombudsman carefully reviewed the evidence provided and considered that there was sufficient reason for SP to maintain the call charges. The Ombudsman was also satisfied with the amount of the credit provided by SP for the poor customer service. Therefore, the Ombudsman did not require SP to take any further action in this case.

12.2

C stated that he had a service restricted and later found that a high bill had accrued. SP investigated and explained the reason for it, that billing was correct and that it was C's responsibility. SP also offered a goodwill gesture.

The Ombudsman considered that the actions of SP, with regards to the bill and the goodwill gesture, were appropriate. However, there had been a shortfall in customer service with regard to the use of an unauthorised e-mail address belonging to a third party. The Ombudsman recommended completion of the original goodwill gesture, but required an additional payment and apology for the possible error in its data protection for C.

12.3

C complained that a new contract was agreed, but cancelled within the cooling off period. SP failed to observe the request, later saying that it did not receive a request for the cancellation.

The Ombudsman considered that C had requested cancellation and that SP should allow account closure without a penalty being applied. The Ombudsman also recommended C clear the small outstanding arrears and required SP to confirm account closure when it had been paid.

12.4

C received a bill from C that contained an administration charge and C made a late payment. C then received another bill with more administration charges and C refused to pay the full amount. C then started to receive demands for payment of the outstanding balance and also experienced a restricted service due to this. C complained to SP and it provided C with an explanation of the charges and payments and maintained its position. The matter reached deadlock. From the evidence provided, it was found that SP had charged C correctly as the administration charges were found to be due to C's payment method and also late payments, as outlined in SP's Term & Conditions. Therefore, the outstanding balance was deemed correct and chargeable. It was also found that SP had provided C with an appropriate level of customer service throughout. Therefore, it could only be recommended to SP that upon receiving full payment of the outstanding balance that it took steps to update C's credit file to read "settled".

12.5

C contacted SP with issues relating to disputed charges, cheque payments, billing and poor customer service. SP stated that it did not receive a payment from C and therefore no refund was due. SP added that as a goodwill gesture this was refunded.

The Ombudsman considers that there was no clear evidence to support C's claim that SP has cashed the initial cheque and therefore cannot validate a claim for a refund. The Ombudsman would welcome clear and conclusive proof from C's building society to show that SP has cashed the disputed cheque. If this is forthcoming, then SP should offer an additional goodwill gesture to C. The Ombudsman is satisfied that the goodwill gesture offered by SP reflects his service shortfalls and delays in resolving C's complaint.

Therefore, SP is required to send C a written apology for the overall poor experiences to date. If C can provide proof that the disputed cheque was cashed then an additional goodwill gesture should be made by SP to reflect C's overall poor experiences to date.

12.6

C contacted SP with issues relating to disputed charges and PRS calls.

SP maintained the call charges as correct and found no faults with the line after investigation. The Ombudsman was satisfied that SP has raised the disputed call charges correctly and no further action is required from the company. The charges related to quiz and completion lines and as the account holder, C was responsible for the call charges raised.

12.7

C contacted SP with issues relating to disputed charges and PRS calls.

SP maintained the call charges as correct and found no faults with the line after investigation. The Ombudsman was satisfied that SP has raised the disputed call charges correctly and no further action is required from the company. The charges related to voting lines and as the account holder, C was responsible for the call charges raised.

12.8

C contacted SP with issues relating to disputed charges and poor customer service. SP maintained the charges as correctly raised but accepted that C was not dealt with correctly.

The report concluded that C had been billed correctly for the mobile call usage and sets out that this is due to the longer duration of calls made. However, C has not been shown a level of service normally expected and this is a service shortfall. The Ombudsman welcomes the response by SP in addressing a training need for the advisors involved to ensure that contacts are resolved and closed.

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

12.9

C requested SP to carry out agreed works to overhead wiring at an agreed price. When C received the invoice there was an added charge. When queried it became clear that this was for replacement wiring that was not maintained by SP. There was no order available for inspection. On the balance of probabilities it was found that C had not requested this work. This view was taken from looking at the complaint made and the way it had been pursued. A further issue developed during the dispute and it was established that poor customer service had been experienced.

The Ombudsman required SP to refund the overcharge and to provide a letter of apology and a small goodwill gesture in respect of the poor customer service.

12.10

C received a bill from SP for a high amount. C stated that it did not agree to a service. C contacted SP, but SP demanded money. C conceded and paid the amount. SP informed the Ombudsman that it had delivered no poor service to C and that the service has been requested by C. The Ombudsman found that although SP provided no evidence of the service being agreed by C due to the fact that the service had been used C was required to pay SP for the charges. The Ombudsman was disappointed that C received the bill from SP after one year. ?

In full consideration of the facts and issues surrounding C's complaint against SP the Ombudsman required SP to provide C an apology for delivering poor customer service levels in ?recognition provide a goodwill gesture; to provide C a breakdown of the charges that SP had ?levied on the account. SP were required to refund any late payment charges on the account and charges relating to non usage, if any, as a goodwill gesture; and to allow C to terminate the ?service without penalty if required.?

12.11

C asked SP to place a mobile phone call bar on C's account. SP did this. C then received a bill with a considerable number of calls to mobile phones. C complained that the call bar had not worked. SP informed C that someone had used a break out code to call mobile phone numbers using another service provider's network. The calls were therefore charged at the other network provider's rates on SP's bill. C complained that C had not been informed that this was possible. SP examined its customer contact notes and discovered it recorded C had been informed about the break out code. C then complained that SP had not identified the unusual call pattern on C's account, that SP had charged C incorrectly for the mobile calls and that SP had provided poor customer service.

The Ombudsman agreed with SP that the evidence suggested that C had been informed of the break out code overriding the call bar before the disputed calls were made. However, it was clear that SP had charged for the calls at an incorrect rate. The Ombudsman also agreed that it should have been evident that there was an unusual call pattern on the account and that SP had provided poor customer service. SP was required to apply a credit to C's account to recognise these problems, and the charges that had accrued as a result.

12.12

C cancelled account with SP, but later received bills despite the cancellation. C contacted SP on a number of occasions but the matter was not resolved. SP advised the Ombudsman that it had written off the charges as a goodwill gesture. The Ombudsman

welcomed SP's approach but was of the opinion that the charges were not due in the first place so required SP to provide C an apology and a goodwill payment.

12.13

C disputed calls made to an unrecognised number. SP investigated the disputed calls but could find no fault. SP stated the calls were to an interactive service and must have been made by an individual in the property with access to the phone.

The Ombudsman agreed with SP that the charges were correct. No further action was required of SP.

12.14

C contacted SP with issues relating to disputed charges, contract cancellation, credit rating, and poor customer service. SP accepted that the account was not disconnected and that billing was sent as a result. SP acknowledged that letters sent by C was not replied to.

The Ombudsman considered that C had received repeated service shortfalls in this case with regards to being chased for a debt C clearly does not owe, the failure to disconnect the service correctly and SP's failure to reply to any letters sent, some by recorded delivery.

Therefore, SP was required to

- write to C to confirm that the account is closed with a nil balance
- offer a goodwill gesture payment, by cheque, for C's overall poor experiences to date
- contact its collection agents to ensure that C will not be chased any further and that no more invoices will be sent
- confirm in writing that no adverse data has been sent to any credit reference agency as a result of this episode

12.15

C agreed to transfer service to SP. C then received bills from old SP and attempted to contact SP to query. C could not get through to SP and so sent a letter of complaint. C received no response. SP said that it had only transferred C's calls and not line rental. Sp said it received no letter from C. Sp apologised for problems when calling SP and advised resources had now been put in place.

The Ombudsman confirmed that C only had calls with SP and line rental was still with previous provider. The Ombudsman could find no reason why SP should refund C or pay for C's rental bills. The Ombudsman noted a shortfall in customer service due to call problems when contacting SP. Sp to credit C's account with a nominal goodwill payment and to send a letter of apology.

12.16

C received higher bills than expected and contacted SP. SP maintained the charges and C complained that SP should have alerted C sooner to the rise in unbilled usage. However, SP stated that C's monthly call limit was not breached, so SP had not been alerted to any change.

The Ombudsman concluded that C was liable for the disputed call charges, as the calls were requested by C's equipment. C was advised to seek advice about antivirus software and how to protect C in the future from internet viruses and scams.

12.17

C disputed rental and calls for a line as C said it was not installed in property. SP maintained that it was.

The Ombudsman was concerned that SP had not sent an engineer to investigate this issue further and viewed this as a shortfall in customer service. SP to cease the line and refund all call and rental charges to C.

12.18

The Ombudsman concludes SP failed to cancel the account correctly as requested and continued to charge C for services it did not provide. C suffered inconvenience due to C's inadequate level of customer service and poor administration that resulted in the account being passed to a collection agency for recovery action. The Ombudsman considers SP failed to resolve this complaint in a timely manner.

In summary the Ombudsman requires SP to issue a formal letter of apology including an assurance C's credit history has not been adversely affected by its actions and the account is closed with a nil balance; and make a goodwill gesture payable by cheque in recognition of the costs and inconvenience C suffered.

12.19

C contacted SP with issues relating to disputed charges, delays, tariffs and poor customer service. SP accepted that C had been placed onto an incorrect tariff and offered a goodwill gesture.

The Ombudsman concluded that C had been incorrectly charged and received a poor level of customer service. Therefore, SP was required to maintain its offer of one month's line rental equivalent along with a letter of apology for C's overall poor experiences to date. SP should also send C a full and clear breakdown of the account details from the disputed period to date, clearly showing the inclusive minutes, incorrect charges and what they relate to, credits applied, bank refunds, payments made and goodwill gesture applied.

14.0 Faults (Equipment)

14.1

3 experienced handset issues and faults and complained to SP. An arrangement was made for collection of the handset but this did not occur. C complained to SP and was frustrated with the customer service. C then requested to cancel the contract, but found that C was still receiving bills with further monthly charges. After SP even confirmed closure of the account, C received another bill and also that C's credit rating had been affected. From the evidence provided the Ombudsman was satisfied that C had experienced poor customer service and also did not have use of the hand set for along period. However, it was evident that SP had taken actions to clear the full outstanding balance and also close the account without penalty, whilst still within the minimum contract period. The Ombudsman welcomed this but required it to provide C with an apology for the shortfall in customer service received, and also assurance that C's credit file had not been affected as a result of this particular episode.

14.2

C started to experience handset faults and therefore returned it to SP twice for repair. However, the handset remained faulty and therefore C returned it for a third time, but this was not booked for repair with SP. SP received the handset and then returned it the next day to C's billing address, but the handset was then lost. C complained to SP about this but received no response. The Ombudsman found that C had sent the handset to SP without it being booked in for repair as standard, and also that SP returned the handset the same day it was received. It was unclear what happened to the handset but as a gesture of goodwill, SP proposed to provide C with a refurbished handset of similar specification, as C had continued to make payments despite not having a service. The Ombudsman welcomes this proposal by SP and required it to implement this offer. An apology was also required for SP's lack of response to C's second letter.

14.3

C entered into a minimum term contract with SP. Within the minimum term C cancelled Direct Debit payment arrangements and failed to meet outstanding charges on the account. SP sent letters to C asking for payment and C then claimed that the handset and service had been faulty and this had been reported to SP but had not been rectified so the goods and service were not fit for the purpose for which they were sold. C wanted the charges outstanding on the account to be withdrawn. SP refused to do this.

The Ombudsman noted that invoices SP supplied showed that C had been receiving all services and did not support C's claims that the service was unsatisfactory. Whilst C claimed C had reported faults to SP and had returned the handset, C did not provide any evidence to support this. SP had a repair service which was explained in the Terms and

Conditions which C had not followed. C had not given SP the opportunity to repair any faults that C may have experienced.

The Ombudsman concluded that there had been no wrong-doing on the part of SP, the charges had been correctly raised and there was no reason why SP should withdraw them.

14.4

The Ombudsman concludes SP failed to provide a fully working email facility due to an error in either its or the recipients set up. C actively sought resolution to the problem however the Ombudsman considers C experienced a shortfall in customer service. The Ombudsman considers C has and continues to experience inconvenience.

In summary the Ombudsman requires SP to resolve the problem of sending emails, keep C updated on the progress of the resolution, provide a written explanation of the problem when identified, Issue a formal letter of apology; and make a goodwill gesture in recognition of the customer service issues raised.

15.0 Faults (Line)

15.1

C complained of a disruption to their service and eventually suspended payment. SP investigated and found that there was a fault which was repaired, but not before a missed appointment by an engineer. SP paid C compensation but C stated it was insufficient. SP then referred C to a debt collector for non payment.

The Ombudsman considered the action taken by SP had been justified, but required a goodwill payment and an apology for a shortfall in customer service when it failed to respond to C's issues before a considerable delay.

15.2

C, who was a Residential user of SP's service, reported a fault to SP, and this was rectified one day outside of SP's own commitment time. C complained to SP and claimed loss of business. SP did not accept C's loss of business claim, but did provide C with a credit in line with its own procedures, and also an extra credit for any inconvenience caused. C continued to complaint and SP maintained its position. Therefore, the matter reached deadlock. In this instance the evidence provided conformed that SP had rectified the fault outside of its own commitment time, but also that it had applied the necessary credits to C's account in lieu of this. The Ombudsman was satisfied, therefore, that the credits applied were fair and reasonable. In relation to C's claim for loss of business, as it was clear that C was a Residential user of SP's service, this claim was void, in line with SP's Terms and Conditions.

15.3

The Ombudsman concludes there has been a shortfall in customer service on this case. The Ombudsman accepts that the loss of revenue to the business from losing the phone lines for such a lengthy period was difficult to quantify however she recognises SP diverted both lines to alternative numbers in accordance with the terms and conditions of CSGS. The Ombudsman considers therefore the loss of calls was minimised.

With regard to the Actual Financial Loss the Ombudsman accepts SP's would not make an award based on the information provided on one year's accounts. However she directs SP to reconsider C's application if further evidence in support of the claim is submitted.

In recognition of the customer service issues raised on this case the Ombudsman directs SP to make a goodwill payment to the account.

16.0 Financial Loss

16.1

C contacted SP with issues relating to business losses and loss of service. SP stated that C was on a residential agreement and therefore, no compensation could be given, however offered a goodwill gesture.

The Ombudsman concluded that SP was not accountable for any alleged business losses as C was on a residential agreement. Therefore, SP was required to maintain its offer of a goodwill gesture payment along with a letter of apology.

17.0 Fraud

17.1

C's phone was stolen while C was abroad on holiday. C only reported the phone stolen to SP the next morning. The phone had been used to make a substantial number of calls. C complained that SP should have noticed the increase in call charges. SP informed C that as C was abroad there was a delay in obtaining the call data from the foreign network. C also contended that it would have been impossible to make the calls.

The Ombudsman decided that C was liable to pay for all calls made from C's phone until C reported it stolen. She was of the opinion that it was possible to make the disputed calls. She also accepted that the delay in obtaining call data prevented SP from discovering the high usage on C's account before the phone was reported stolen. SP

generously offered to reduce the disputed charges by 25%. The Ombudsman required SP to carry this out.

17.2

C discovered that an account had been opened in C's details. C was a victim of identity fraud. SP eventually cancelled the account but when asked to do so, refused to remove C's details from its database saying that it was entitled to retain them in accordance with the Data Protection Act (1998).

It was found that there had been poor customer service (which was partly accepted by SP) and a goodwill gesture was required for this. SP was asked to remove C's details from its database on a good office basis but C was referred to the Information Commissioners Office if this was still resisted. It was felt that that office was better equipped to deal with this matter.

24.0 Mis-selling

24.1

C received sales calls from SP's advisors and due to mis-selling entered into a contract. SP advised the Ombudsman that the retailer was responsible as the contract was obtained via them and not the SP. The Ombudsman accepted that SP had nothing to do with the mis-selling issue and that C needed to take this issue up with the retailer. There was no evidence of poor service on C's part.

24.2

C was sold a new price plan for calls by SP. This package was meant to save money on calls abroad. After six months C called SP and complained that the price plan was actually costing more than the original plan. SP said it had sent details of all charges to C after the plan was accepted. As C had not made contact with SP for six months the Ombudsman took the view that both parties were at fault. SP had already provided a reasonably large goodwill gesture and offered a further credit upon full payment of this account.

The Ombudsman took the view that SP's steps were both appropriate and reasonable.

24.3

C was offered SP's telephone service. C declined. C later discovered the telephone service had been set up. C complained. SP agreed to waive all charges and to allow C to transfer back to C's previous provider without penalty. C felt SP should compensate C further.

It appeared to the Ombudsman that C had been mis-sold the service. SP had cleared substantial call and line rental charges from C's account. If C had remained with C's previous provider C would have had to pay these charges. Therefore it was felt that C had already received adequate compensation. No further action was required.

24.4

C entered into mobile phone contract with SP through a third party. C believed that C's tariff of 900 free calls and 250 texts evenings and weekends covered all networks and complained on receipt of C bill when C had been charged for calls to other networks. C also cancelled C's contract. SP asked for proof of the mis-description and C sent a copy of the contract on three separate occasions, the final one by recorded delivery. SP denied receipt of his letters until proof of receipt was sent. This delayed the resolution of C's complaint for several months. SP did not accept that it was responsible for the misrepresentation by the third party and the contract did not specify to all networks. SP made a goodwill gesture offer to C which C rejected. C complained to Otelo.

The Ombudsman decided that the contract failed to specify that the free calls and texts were limited to calls to the same network and considered that it was reasonable to assume that it therefore related to calls to any network. The Ombudsman therefore required SP to recalculate C's bill in line with this, to refund any credits on the account and to waive the early termination fee. The Ombudsman did not require Vodafone to honour the contract for the contract period.

24.5

C agreed to join SP's telephone service. C later felt SP had mis-sold the contract. SP denied this, and informed C that if C wanted to cancel the contract, SP would charge C a termination fee.

The Ombudsman was of the opinion that there was evidence that SP had mis-sold the contract, and was disappointed with the lack of detailed information SP had provided. She decided to require SP to allow C to cancel C's contract without penalty.

24.6

C subscribed to SP's telephone services after reading an advertisement which stated that SP's service would be cheaper than C's provider. C complained that the charges were higher.

The Ombudsman decided that SP's charges were cheaper than C's previous provider, and therefore required no further action.

24.7

C contacted SP with issues relating to mis-selling. SP maintained the agreement as correct and that C had signed and accepted the terms.

The Ombudsman concluded that it was highly probable that C had been mis-sold at the point of sale by SP because C was still under contract with an alternative supplier for a two year period. C maintained that SP had advised that the current contract with the alternative supplier would not be a problem. The Ombudsman noted that although had signed the contract agreement the period that C was under agreement for with the current provider would clearly determine if C should move services to SP. The Ombudsman found it probable that C had been mis-sold.

Therefore,

- SP is required to terminate the agreement without penalty
- write to confirm its actions and that the account is closed
- to clear all charges raised
- offer a goodwill gesture, by cheque for C's overall poor experiences with being mis-sold the contract agreement
- send a letter of apology

29.0 Premium Rate Services

29.1

C received a large bill from SP, which contained several Premium Rate Service calls. C disputed the calls, but SP's investigation showed the calls were made by C's equipment. C stated that this was not possible, as C had a bar to stop such calls, but it was found that someone had overridden the bar by using a code. C complained to SP, but the charges were maintained.

The Ombudsman concluded that C was liable for the cost of the disputed calls, as the calls were made by C's own equipment. C was provided with information to contact the suppliers of the disputed numbers, as C would need to dispute the charges with the individual companies. The Ombudsman did not require SP to take any further action in this case.

29.2

C contacted SP with issues relating to call barring, PRS call charges and poor customer service. SP maintained the charges as correct and that C had telephoned to de-activate the PRS bar on the account.

The Ombudsman considered that SP has taken a call in good faith to de-activate the PRS call bar and as the account holder C is accountable for the charges raised. There was no evidence to suggest an error on the part of SP.

As a goodwill gesture, SP should offer C credit for the poor level of customer service received along with a full letter of apology.

29.3

C received a bill from SP. The bill included calls to PRS numbers. C disputed making the calls because C was away on holiday at the time. SP investigated the bill. SP could find no fault on the line. SP pointed out that on the days C said C was on holiday, calls had been made which C had not disputed making. SP said that this suggested that somebody had legitimate access to C's home, who could therefore have made the calls.

The Ombudsman accepted that there was no evidence to suggest the disputed calls were somehow illegitimately made. Therefore, she required no further action from SP.

32.0 Refunds

32.1

C complained that SP refused to provide a necessary service code, even after taking a payment for it. SP investigated and found that C had refused to provide bank details to allow the refund and that the code would not be given as there was a pre-existing contract with a third party who should not have completed the sale to C.

The Ombudsman agreed with SP, that it had acted appropriately and no further action was required. C was recommended to provide the necessary details in order that the requested refund could be completed.

34.0 Service Transfer

34.1

C requested a Port Authorising Code (PAC) from C's mobile phone provider, SP. SP failed to issue the PAC within a reasonable time frame, and ignored several of C's calls. C therefore lost out on an offer made by another provider. C was instructed to visit one of C's stores, but when C did this C was informed it was not necessary. C wanted SP to compensate C for these failings. SP made an offer. C rejected it, feeling was not enough.

The Ombudsman identified several customer services failings. She felt that the offer SP made did not adequately recognise the inconvenience caused. She therefore required SP to increase goodwill payment to C.

34.2

C arranged to transfer C's Carrier Pre Select telephone service to a new provider, SP. There was a delay of a few months in transferring the service. C blamed SP.

The Ombudsman was of the opinion that SP was responsible for arranging the transfer. However, as SP had already made a payment to C to recognise the higher call charges paid to the previous provider, and the inconvenience caused, the Ombudsman did not consider that it would be appropriate to require SP to take any further action.

36.0 Tariffs

36.1

C was placed on the incorrect tariff and incurred extra charges. SP applied credits to the account but this took a long time. SP advised the Ombudsman's Office that it would apply the relevant credits. It was recommended to the Ombudsman that SP provided C an apology for poor service, make a goodwill payment, apply the relevant credits to reflect the correct tariff and ensure no adverse information was recorded against C's name.

36.2

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

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

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

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