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1.0 Auto Diallers

1.1

SP increased C's monthly payments as a result of a change in call usage. C asked for itemised bill of call charges and this identified calls to an international number. SP investigated and confirmed that calls were being made by C's computer. C stated that this could not happen as C had broadband service. SP explained that it is possible where a dial up facility exists on the computer. SP took all the necessary steps to advise C and prevent a repeat of the issue.

The Ombudsman considered SP's customer service had been appropriate and that it is the responsibility of C to ensure that equipment with access to the internet is secure.

2.0 Billing

2.1

C transferred services to another provider but continued to receive bills from SP. C called SP and sent letters of complaint but received no response or resolution. C then had to pay the debt collectors to prevent a county court judgment. SP said that due to an error it had continued to bill SP.

The ombudsman was concerned that C continued to be billed by SP and was also concerned that SP failed to resolve the problem and failed to respond to C. The Ombudsman required SP to award a goodwill payment, refund C the payment made to the debt collectors, and ensure C's credit file was not affected and to send a letter of apology.

2.2

SP overcharged C for services after the account had been cancelled. A refund was therefore due to C however the company failed to disconnect the account and continued to issue bills. Despite seeking resolution to the complaint, the advisors were unable to resolve the billing issue and C was then threatened with recover action.

In summary the Ombudsman consider SP failed to manage this account in an effective manner and C has suffered a shortfall in customer service. The Ombudsman requires SP to ensure the account is now fully terminated and no further correspondence will be issued; make a goodwill gesture, including the refund due; and to issue a formal letter of apology in recognition of the service failure and customer service issues raised, including an assurance that C's credit history has not been adversely affected by this matter.

2.3

SP accepts that there were some billing errors raised on its system when it transferred certain customers to its provision. The customers were provided with a credit for the duplicate charges. However C complains there were charges on his bills that C had not generated. The Ombudsman can find no fault with the service and can find no justification from releasing C from his liability to pay the outstanding amount.

C did not receive some bills therefore SP reissued them without charge. C disputed the accounts and SP provided explanations by telephone and correspondence.

In summary the Ombudsman requires SP to issue an apology and make a goodwill gesture taking into account overcharges

2.4

C upgraded their mobile phone but says was promised a reduced rental from that month instead of a month later when it actually happened. C complains of unanswered letters and non returned calls. C did not pay bills until went to debt collection and wants it confirming no adverse credit rating has been applied. SP apologised for any confusion surrounding the point of sale but maintains C has been advised on a number of occasions since when the reduced rental started. SP has already awarded a goodwill gesture and says the letters C sent were to the wrong address.

The Ombudsman required SP to offer an apology for confusion surrounding the point of sale and for shortfalls in customer service relating to unreturned calls. It was also required SP makes a further goodwill award and to confirm whether C`s credit rating had been affected.

2.5

C`s service was restricted due to non-payment. On investigation SP identified that it was due to an error in setting up the Direct Debit on the account. SP applied a goodwill credit but C remained unhappy because debt collection activity had started. C sent letters and emails of complaint but SP failed to respond.

The Ombudsman was of the opinion that SP had taken prompt action to resolve the initial complaint. However, subsequent customer service was lacking. SP had applied a credit which recognised some of the errors in handling the complaint. But the Ombudsman noted that C had not identified that payments had not been taken from the bank account for several months and therefore the debt collection action could have been avoided. An additional small goodwill payment was required, along with a letter of apology for the shortfall in service. Confirmation of any submissions to the credit reference agencies was required, although any comments about the non-payment were considered to be valid.

3.0 Broadband

3.1

C ordered broadband with SP but this was never provided. C called SP and sent letters of complaint but received no response or assistance. C was charged for a broadband service not provided and continued to complain to SP without resolution. SP said that it had failed to provide C with broadband and that all broadband charges had now been refunded.

The Ombudsman was concerned that SP failed to resolve the broadband problem and also failed to remove charges incurred prior to C's services being terminated. The Ombudsman was also concerned that there was no evidence to suggest that SP even attempted to resolve the situation. The Ombudsman concluded that C had received poor customer service from SP. SP was required to award a goodwill payment, ensure that C's credit file was not affected, contact C to arrange to reconnect the landline, provide a breakdown of what the remaining balance for payment was for and send a letter of apology.

3.2

C complained that SP delayed migrating C to its free broadband service. C called SP and sent letters of complaint but remained dissatisfied. C also complained the SP continued to bill C. SP said it had now migrated C to its free broadband service and had awarded a nominal goodwill payment.

The Ombudsman was concerned that SP delayed the migration and this was viewed as a shortfall in customer service. The Ombudsman was also concerned with C's claims of call backs not being received and problems when calling SP. The Ombudsman proposed that SP ensures that C has been refunded for all broadband payments and to also award a further goodwill payment in recognition of the service issues encountered and the delay.

3.3

C entered into an agreement for a broadband service but could not get the service connected. SP stated that C initially cancelled the agreement due to a fault but then re-requested the broadband provision. It was found that C encountered a delay in the provision of broadband and was not shown a level of service normally expected.

SP was required to contact C directly and set out a go live date for the broadband service, make a goodwill gesture payment, which covers call charges made to the company and goodwill and send a letter of apology for the service shortfalls highlighted in the report

3.4

C complained that C had not been able to use the broadband service SP supplied. C complained that C had experienced problems reporting the problem to SP and when C had been able to speak to a representative, the problem had not been resolved. C therefore wanted to cancel SP's contract and move to another provider without penalty. C also wanted SP to refund all charges C had paid. SP accepted that C had received poor customer service and offered to assist C establish a connection.

The Ombudsman was of the opinion that as SP had not provided adequate assistance to C that C should be entitled to cancel the contract without penalty. As C had not been able to use the service, SP was required to refund all payments made. SP was required to make a further payment to C as a goodwill gesture to recognise the inconvenience caused.

3.5

C requested an upgrade with SP for broadband but this was delayed. C requested a MAC code but this did not work. C complained that Sp had charged C a cancellation fee which C paid under duress. C requested a refund of the cancellation fee, the broadband marker to be removed from his line and compensation. SP said that the upgrade was delayed due to an exchange equipment fault. SP said it had provided C with a MAC but this was not used by C. The cancellation fee paid by C was for the line rental contract and not broadband.

The Ombudsman said that SP could not be blamed for the fault at the exchange as this fault would have occurred no matter which provider C was with. The Ombudsman said that SP had done all it could to assist C. The Ombudsman could find no justified reason why SP should refund the line rental cancellation fee. As an amicable resolution the Ombudsman required SP to cancel the broadband service and only charge C 50% of the cancellation fee.

3.6

C arranged a package with SP that was to include telephone service with free broadband. Whilst the telephone was connected the broadband was never successfully provided which led C to make calls to SP's Technical Support lines which caused extra expense. After some time C requested the cancellation of the services. A Migration Authority Code was requested but not provided at the time of the request. When a transfer request was made to another SP this was cancelled by the current SP causing delays for C in transferring. SP accepted that there had been poor customer service and this was confirmed in the investigation.

It will be proposed to the Ombudsman that TalkTalk should be required to:

SP was required to provide a letter of apology in respect of the poor customer service experienced and to waive any cancellation fee from the account. SP was required to refund 50% of all charges paid for the package subscribed to and account for this refund

and to refund the cost of the connection fee. SP was also required to provide a goodwill gesture in respect of the poor customer service noted in this investigation.

All monies were to be provided in the form of a cheque as C no longer had an account with SP.

3.7

C signed up for SP Broadband service and three months later still had no service. C's suggested resolution was 12 months refund of Broadband rental. SP acknowledged that it should have processed the order correctly first time. SP made C an offer of three months free line rental that C chose to accept

The Ombudsman considered SP's customer service had fallen below an acceptable level and acknowledged that SP had recognised this. The Ombudsman required SP to re-offer three months line rental and goodwill gesture to C.

3.8

C ordered a package including television and broadband services. The broadband suffered from poor service in that initially it could not connect due to the equipment being used with it. After this was corrected problems continued and the efforts of the SP failed to provide a permanent solution. C arranged a service with an alternative supplier and asked SP to cancel the original package. Further investigations by SP identified that there was a crossed wire problem. This was considered poor customer service as it was felt that SP should have found this fault in earlier investigations. As C had arranged an alternative package only after persevering through lengthy it was felt that the cancellation should be allowed fee free.

SP was required to cancel all of C's services on a fee free cancellation basis.

3.9

C transferred to SP for telephone line rental, calls and broadband. SP was unable to provide broadband due to a split line. SP was unable to get the line provided by BT and was unable to provide broadband. C complained at the delays and the additional costs incurred. SP failed to respond to C's letter.

The Ombudsman accepted that the removal of DACS from the line was outside of the control of SP. However, C had made many phone calls and SP had not replied to C's letter. The Ombudsman therefore required SP to provide a goodwill credit in recognition of the shortfall in customer service.

3.10

C entered into an agreement of service with SP for a broadband service but could not get connected. SP accepted that the MAC was entered incorrectly which delayed the provision. It was found that C had been shown a poor level of service by SP and had encountered repeated delays in provision of the broadband service. After the delays the initial order could not be honoured as SP did not have the capacity at the exchange.

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

3.11

C ordered a package with SP that was to include a free broadband service. For a very lengthy period of time SP failed to provide the broadband service saying that there was a problem at C's exchange. It was found that this problem was not chased for resolution by SP and this was considered poor customer service. C claimed business losses but these were discounted as the service provided was residential. Even though the broadband was provided free with a package it was considered a significant element of the package therefore a refund of part of the package costs was proposed.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this case, to refund 50% of the package charges applied for the period with no broadband service, in the form of a cheque and to provide a goodwill gesture to reflect the poor customer service experienced. This was to be provided in the form of a credit to the account.

3.12

C agreed to a broadband service from SP but experienced delays and connection problems which resulted in C never having actually received the service. This led to C's cancellation but then C was unable to gain a broadband service from any other provider as SP had placed its marker over C's line, preventing this. C complained to SP throughout and although responses were received, C remained unhappy.

In this instance, the investigation found that C had never been able to use the service, as SP had acknowledged this. Although SP had provided C with a part refund and goodwill payment, it was proposed for this to be increased to adequately reflect Ca's service charges. It was also clear that C had been without a broadband service following the cancellation, due to SP's failure to remove its marker. C incurred additional costs as a direct result of this. Therefore it was proposed for SP to provide a further goodwill payment in lieu of this, and also a sincere apology for the shortfalls in customer service experienced.

3.13

C agreed to a telephone service with free broadband connection. A go-live date was fixed but the broadband service was not connected. C telephoned SP to query and was given a new go-live date some weeks in advance. C waited for the connection but this

failed and so further contact was made with SP. SP notified that it did not have a broadband connection account set up and so this was actioned and a new go-live date given. Some three months later the connection had not been activated and so C decided to move suppliers. Written notice was given to SP and further telephone contact was made. Call backs were requested and C complained that these were not received. SP had tried to contact C on a number of occasions but had found C unavailable. C moved suppliers but SP continued to bill C. C agreed to pay for the call charges, requested a final invoice showing the credits, and amended charges. SP failed to forward this and debt collection procedures were commenced. C received a final notice pending action and informed the Solicitors of the complaint. A fee was charged and the proceedings held.

SP notified the Ombudsman that it had been having problems with the connection due to the first request failing. A second request had been made but could not be actioned until the first request had been cancelled which had not been done. SP apologised for the failure to supply the broadband service to C. It maintained the charges for the calls as agreed with C. The Ombudsman required SP to release the line and broadband to the new supplier forthwith. It was to make a full written apology for the failure and send a revised final bill to C. The debt recovery action was to be halted and C's credit rating was to be reinstated with the return of the debt recovery fee paid by C. C was to remain responsible for the charges to the date of changing supplier on the telephone services and then only for the call charges thereafter as these would have been incurred with any supplier. C was to remain responsible for these charges as agreed.

3.14

C registered for broadband services with SP. SP provided an expected activation date, but C remained without a service. C contacted SP many times, but the problem remained unresolved. After several months, SP wrote to C, explaining there was a fault at C's local exchange. It agreed to contact C when the fault was repaired, but failed to do so C wrote to SP and continued to call. C received conflicting information and was advised the issue was being monitored, but C failed to receive further information from SP. SP eventually advised C the broadband was active, but C was unable to connect. C was advised there was a problem with the router and SP issued a new one. However, although C could access the internet, C remained unable to send or receive e-mails.

The Ombudsman noted SP had failed to explain the reasons for the delay to C for several months and considered that it had not kept C fully informed about activation of the service. This was considered to be reflective of a shortfall in customer service. It was noted SP had applied credits to C's account as a gesture of goodwill. However, SP was required to provide a further credit in acknowledgement of the misinformation it had provided. It was also required to confirm the account details were correct, contact C to arrange a call back from a Technical Advisor and send a letter of apology. If the e-mail issue could not be resolved, SP was required to release C from the contract without penalty.

3.15

C experienced intermittent outages with a broadband service. Calls were made to SP's Technical Helpline services and after various efforts were made to try and resolve the problems SP noted that C had been made subject of its Fair Usage Policy. This could potentially cause disruption to the service. C requested the cost of the calls made be refunded. C also asked for the contract to be cancelled. SP agreed to allow a fee free cancellation. It was noted that there had been poor customer service experienced in that SP had not responded to all letters sent by C. in light of SP's gesture in allowing a fee free cancellation it was considered that no further goodwill gesture should be required of SP. SP had not provided a Migration Authority Code as it had agreed to the cancellation of the account. It was noted that C would experience a smoother switch, without any break in the broadband service if a Migration Authority Code was generated and therefore this was proposed.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this matter, confirm that the contract was to be cancelled without penalty and to provide a Migration Authority Code to allow C to migrate to another service provider.

3.16

C's service was transferred to SP without C's consent. C then lost broadband connection. C's service was transferred back to preferred supplier but C claimed business loss due to the loss of broadband. SP said that C had agreed to transfer service but as a resolution it had removed all charges and offered a goodwill payment, which C declined.

The Ombudsman said it was evident that C had agreed to service with SP. However, it was also evident that C had requested cancellation within the cooling off period yet SP failed to act on this. Consequently C's service was transferred and C lost the broadband service. The Ombudsman said that it was evident that SP had caused the situation but noted that all of C's services were for residential use only and if this situation had occurred with his current providers then they would not be liable for business loss. C could also have utilised a dial up connection. Based on this information the Ombudsman required SP to award C with a goodwill gesture equivalent to 50% of the business loss incurred.

3.17

C ordered a broadband package from SP but was unhappy with the speed they were getting and requested they be moved to another package at less of a cost with lower speeds. SP advised that C could not change package for 12 months as advised under the terms and conditions of the contract.

The Ombudsman required SP to make a gesture of goodwill on the basis it was unclear what C had been advised when the package was ordered.

3.18

C ordered broadband but it would not work due to the operating system on the computer. Broadband was cancelled but reordered when C got a new computer. C has been waiting for some months but the order still has not gone through. C also complains of non returned calls. SP advises its systems are being enabled to place a fresh order.

The Ombudsman required SP to apologise for customer service issues and delay in providing broadband, awarded a goodwill gesture and for SP to arrange a single point of contact to keep C updated over provision of broadband.

3.19

C could not connect to broadband. SP stated that C did not follow the correct procedure to rectify the fault.

It was concluded that although C has clearly not been able to make use of the broadband service, C had not made enough of an attempt to contact SP and allow the company to address the fault. It was noted that C did contact SP initially and that the company failed to take ownership of the complaint. C was not shown a level service normally expected when contacting SP and this added to the poor experiences. SP was required to contact C as a matter of urgency to address the technical issues with the broadband service. If the company was unable to get the broadband service connected within a reasonable timeframe then it should offer C penalty free cancellation, SP should refund any charges taken for the broadband service to date, offer a goodwill gesture credit equivalent to three months free broadband for the service shortfalls and send a letter of apology or alternatively if C did not wish to remain a customer - SP should cancel the broadband service and apply the normal minimum term penalties, offer a credit of against any outstanding charges and send a letter of apology

5.0 Cancellation

5.1

C's account was disconnected without reason. SP apologised and applied a goodwill credit. C later cancelled the account, but SP made an overcharge. SP agreed to refund this with further goodwill credit. C rejected the offer and this was later increased. Again C rejected the offer. The Ombudsman accepted that C had experienced a shortfall in service levels, but it was considered SP's offer was fair and reasonable. SP was required to provide an apology for poor service and provide its previous offer to C.

5.2

C says they left SP but was in credit. C says that they have never received this credit and would like a credit for postal costs incurred as a result of this. SP advises due to

technical problems the refund was never authorised. SP apologised for this and recommends C receives a goodwill gesture in recognition over the delay in dealing with this.

The Ombudsman required SP to refund the amount owed to C, apologise for shortfalls in customer service and award a gesture of goodwill in recognition of this.

5.3

C says they cancelled their mobile phone contract only to discover some months later this did not occur and the outstanding monies owed had been referred to a debt collection agency. C also disputes correspondence had been sent to the correct address. C also unhappy with level of customer service received. C wanted the default from the credit reference file removed. SP advised they did not receive any cancellation request from C and the account was disconnected due to the outstanding balance not being paid. SP confirms address was changed at C request but this was after letters had been sent to C advising of outstanding balance to be paid.

The Ombudsman was satisfied SP had acted appropriately and no further action was required the default was upheld.

5.4

C cancelled the landline services supplied by SP. Due to technical difficulties, SP was unable to produce a final bill. C had overpaid SP for line rental, but as no final bill could be produced SP could not refund the overpayment. In its submission to the Ombudsman, SP admitted that it had failed to manage C's expectations and offered to refund the overpayment; along with a further goodwill payment to recognise the inconvenience C had been caused. SP also offered to send a letter of apology to C.

The Ombudsman was of the opinion that SP's offer was reasonable and required SP to carry it out.

8.0 Customer Service

8.1

C ordered a broadband and landline service from SP. Neither service was ever delivered. C cancelled the contract and SP cleared the balance. C had pursued complaints both on the phone and in writing. Neither method was ever effective as SP failed to escalate matters properly, no responses were ever provided. It was found that SP had delivered poor customer service. As C (and C's partner) had no landline great reliance had been placed on mobile phones causing increased bills. It was accepted that SP had caused inconvenience by providing poor customer service.

SP was required to provide a letter of apology, provide a name and address to which C should send copies of mobile phone bills relating to the period that C (and C's partner) had no landline service and until that landline service was migrated to a different service provider. Following receipt of these bills SP was to provide a cheque equal to 50% of the call charges costs to C and to provide a goodwill gesture (in the form of a cheque) to C.

8.2

C lost service for over two weeks. Despite C's contacts with SP the fault was not rectified quickly. C complained and asked for compensation. SP apologised and proposed credit of service, offered to pay mobile call costs and compensation. C rejected SP's proposal.

The Ombudsman accepted that there had been a shortfall in service levels, but was of the opinion that SP's proposal was fair and reasonable as it was proportionate to the nature of the complaint.

8.3

C complained that SP failed to close an account when requested. C complained that a credit was not forthcoming and that they had been referred to a Debt Collection Agent. SP stated that it had received no termination request and maintained the account until C transferred to a new service provider.

The Ombudsman could find no evidence to support C's complaint. There was no evidence that there has been any significant shortfall in customer service for C or that the account has been handled inappropriately by SP. No further action was required.

8.4

C completed an application to transfer the telephone service to SP. C did not hear anything and contacted SP about the application. C was concerned that personal information contained in the application could be misused. SP had no record of C's application. C wrote to complain on three occasions but received no reply apart from a letter which advised that SP was not responsible for lost post. C had handed the application form to an agent of SP and had not posted it. C complained to Otelo.

SP conducted a full investigation and was unable to trace any record of the application or C's first two letters of complaint. SP apologised for its response to C's final letter. SP offered a goodwill payment in recognition of the shortfall and offered to send a full written apology. The Ombudsman considered that this was a generous offer and required no further action.

8.5

C requested to transfer their service to another provider but the Supplier failed to action the request. C continued to incur charges from the Supplier and disputed the charges. C experienced a poor level of customer service. The Supplier confirmed that it had failed to action the transfer.

The Ombudsman was concerned with the Supplier's failures in this instance. The Ombudsman was without doubt that a shortfall in customer service had occurred. The Supplier was required to refund the service charges incurred after the transfer should have taken place. The Supplier was also required to make a goodwill payment and write a letter of apology.

9.0 Direct Debit

9.1

C signed a contract with SP for telecom services and noted on the contract the preferred date for Direct Debit payments. This date was not honoured and C complained. SP was unable to change the payment date and C requested compensation. SP failed to respond initially to C's complaint. SP then made a goodwill offer in full and final settlement which C rejected. C complained to Otelo.

The Ombudsman considered that C was responsible for ensuring payment was made by the due date and that SP was not responsible for bank charges incurred by C. The requested payment date was a preference and not an essential term of the contract.

The Ombudsman considered that SP had made a generous goodwill offer which should be maintained.

9.2

C set up a Direct Debit plan with SP but discovered some months later when the bills were sent out late this had not happened. C asked to pay the remainder off over a period of months but this was refused. SP has explained it does not usually offer payment plans but has offered to do this on this occasion in light of the issues C has faced. SP also apologised for any inconvenience.

The Ombudsman required SP to maintain its offer of a payment plan and to apologise to C.

11.0 Disconnection

11.1

C was a small business and SP reallocated C's number in error. C was without any service for 8 days and without full service for 19 days. C requested compensation. SP accepted liability and asked C to submit details of their request for compensation. C did not do this. SP made a goodwill offer which C rejected.

The Ombudsman considered that C had not provided any evidence in support of the claim for financial loss and therefore was unable to accept C's claim. The Ombudsman considered SP had made a reasonable offer of compensation and required SP to maintain its offer.

11.2

C contacted SP to request a call barring facility and was referred to another SP to arrange this. It emerged later calls had been made and C contacted their SP to be advised the line would need to be cancelled. C in dispute over call charges as says was mis advised. SP says C was not misadvised, however, made a goodwill award which was not accepted by C.

The Ombudsman required SP to make further goodwill gestures due to customer service shortfalls and mis advice.

11.3

C had service disconnected by SP even though C did not want to change over to another SP. SP now re providing service but the package C was on no longer available. SP has offered a new package free of charge for a year as a goodwill gesture. C says this was offered free of charge for life. SP apologies for any frustration but maintains not at fault over this.

The Ombudsman required SP to maintain its original goodwill award of providing the package free of charge for a year and apologise for any inconvenience caused.

11.4

C notified SP of a house move and asked that the service be cancelled. SP failed to action this and continued to send bills. C continued to complain and request a final bill. SP explained that there were technical issues and apologised for the delay.

The Ombudsman concluded that the delays were unacceptable and SP should have kept C more informed. A goodwill gesture and apology were required.

12.0 Disputed Charges

12.1

C signed up for SP's broadband service but when C received the welcome pack decided that it was not suitable for C. C says that C therefore cancelled the contract with SP. Several years later, C discovered that SP had not closed the account and had been taking payments from C's account by Direct Debit. C complained to SP, who eventually decided to refund all payments for the service. C complained that the amount refunded was not the full amount owed. In SP's submission to the Ombudsman, the company accepted it had not refunded the amount in full. It proposed to refund the remaining amount owed and to make an additional payment to C as a goodwill gesture to recognise the inconvenience caused.

The Ombudsman considered that SP's offer was reasonable, and required the company to carry it out.

12.2

C signed up for a contract under which SP would refund 95% of the line rental C paid if C sent bills to SP. SP failed to send the refunds C was owed for, even though C had waited for several months. When C moved, SP failed to change C's address, and therefore C could not claim the refunds. C eventually cancelled C's Direct Debit in protest of the amounts SP owed. SP suspended C's services.

The Ombudsman was of the opinion that as SP had prevented C from receiving the payments C was owed, it was understandable that C had cancelled C's Direct Debit. SP was required to clear all charges added to the account after it had been suspended and to refund all the amounts C was entitled to claim. SP was required to make an additional payment to C to recognise the inconvenience caused.

12.3

C agreed to transfer their mobile numbers to the SP. However C complained about the SP mis-selling the contract by advising they had fulfilled a previous contract with another SP. There was no evidence to suggest incorrect advice had been provided, with it being C's responsibility to clarify any previous contractual agreement. C then agreed to transfer back to the previous SP so that an early termination fee wouldn't be incurred; however, this resulted in the new SP applying a termination fee of its own. C complained that the only way the transfer could be completed was to pay the fee.

It was concluded that it was C's responsibility to clarify any previous contractual commitment, and that the SP had acted correctly throughout. The SP was however required to provide confirmation of the buyout figure and receipt of payment.

12.4

SP accepts that there were some billing errors raised on its system when it transferred certain customers to its provision. The customers were provided with a credit for the

duplicate charges. However C complains there were charges on his bills that C had not generated. The Ombudsman can find no fault with the service and can find no justification from releasing C from his liability to pay the outstanding amount.

C did not receive some bills therefore SP reissued them without charge. C disputed the accounts and SP provided explanations by telephone and correspondence.

In summary the Ombudsman does not require SP to take any further action in light of this complaint.

12.5

C transferred telephone service to SP. C cancelled a calling feature on the service but SP continued to bill C for it. C cancelled the service but SP passed the details to a credit company. When C applied for credit, it was discovered that SP had put a default on C's credit file.

SP had previously amended the credit file and sent C a goodwill payment.

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

12.6

C was under the false impression that a mobile phone account with SP would automatically cancel at the end of a minimum contract term. This did not happen and C was sent invoices for the continuous provisioning of the service. C paid the invoices but disputed the charges. SP maintained the charges so C complained to the Ombudsman.

The Ombudsman explained that the ending of a minimum term did not mean that a contract was cancelled and SP's terms and conditions required a 30 day written notice for a cancellation request. C had not fulfilled this requirement and the charges for provisioning the service were valid.

However, the Ombudsman noted that SP had not refunded C with a short period of line rental which came about as a result of a delay in SP cancelling the account. The Ombudsman directed SP to refund the due amount to C and to make a small goodwill gesture to C for the inconvenience caused by the delay.

12.7

SP billed C for a Business Plan in which C enjoyed the benefit of reduced call charges. Under the terms of the Plan there was a requirement for a minimum spend which would result in a reconciliation fee if this was not met. When C did not meet the required minimum spend SP decided as a gesture of goodwill to withdraw the reconciliation fee and replace it with call charges re-priced at Standard Rates, which had the effect of C receiving a considerable benefit. SP applied the re-pricing as a one-off charge on C's

bill and C disputed the charge and insisted that C had not entered into the Plan. SP maintained the one-off charge so C complained to the Ombudsman.

The Ombudsman noted that C had supplied her with documents about the Plan which included a welcome letter and a mid-term review of the Plan. From this material the Ombudsman was satisfied that C had agreed to the Plan and SP had acted fairly in replacing the reconciliation fee with a one-off charge of a considerably lesser amount after call re-pricing.

The Ombudsman concluded that the one-off charge was valid, C was responsible for it and SP need not take any further action.

12.8

C's partner had phoned SP to cancel contracts for three mobile phones. SP explained that a cancellation could only be accepted from C. C claimed to have then written to SP. C complained when charges were still being taken by Direct Debit two months later. SP claimed not to have received any letter but accepted C's complaint as the required 30 days notice of cancellation of the contracts. SP then applied further charges for the non-return of the SIM cards, which C claimed to, have sent. As resolution, C wanted a refund of any charges taken from one month after the cancellation letter had been sent, cancellation of the SIM card charges and an apology.

The Ombudsman accepted that SP had explained what needed to be done to cancel the contracts and had done so once an instruction was received directly from C. SP had sent a letter to C explaining that the SIM cards should be returned by recorded delivery but C had not produced any confirmation that that had been done. In the circumstances, the Ombudsman decided that SP had acted properly and no apology was due to C.

12.9

C stated that C had asked SP to add an internet package to C's mobile phone account. SP had not added the package to the account, and therefore had billed C for the internet usage on a pay-as-you-go basis. C wanted SP to remove these charges. SP had no record of the request, and therefore maintained the charges.

The Ombudsman examined SP's log notes and confirmed that there was no record of C's request. C was asked to provide an itemised telephone bill to show that C had called SP. C failed to respond to the request. C's submission contained several inconsistencies. The Ombudsman decided that there was insufficient evidence to show C had made the request, and therefore that SP was entitled to maintain the charges. SP was required to apply a nominal credit to C's account to recognise that SP had not responded to one of C's letters.

12.10

C disputed a call charge on his telephone account with SP. SP maintained the charge. C wrote again to dispute a further charge to the same number. SP did not reply and C complained to Otelo. SP acknowledged it had failed to respond to C's letter and offered a goodwill credit in recognition of the shortfall.

The Ombudsman considered that SP had charged correctly for the call but required SP to increase its goodwill offer as it had failed to provide any explanation of the charge to C.

12.11

C advises that when they moved SP they were not warned of a price increase that occurred a month later and also complains of poor customer service. C also says was mis advised of the cost of the calls.

SP advises it has already awarded a gesture of goodwill.

The Ombudsman found further evidence of shortfalls in customer service and awarded a further goodwill gesture in recognition of them. The Ombudsman found that SP was not obliged to warn C of price rises and found SP had already credited back the cost of the disputed calls.

12.12

C complained that there was a delay in SP charging C for some calls. C also complained that SP could not provide a broadband connection to C's home. SP explained that due to a technical problem, SP had billed C late for calls. However, SP maintained C was liable to pay for such calls. SP stated its systems indicated that it should be able to supply broadband to C, but would be unable to confirm this until C placed an order.

The Ombudsman was satisfied that C had made the late billed calls and although it was unfortunate they had been billed for a few months after they had been made SP was still entitled to expect C to pay for them. C was advised to place a broadband order with C's preferred provider to see if C could receive broadband, but was warned that SP was not required to supply broadband to all customers and C's line may not be able to support it. SP was required to apologise for not responding to one of C's letters of complaint.

12.13

C disputed charges debited from the account by SP. SP accepted that the amount taken was incorrect. It was found that C was incorrectly set up on a tariff not agreed to and a poor reply to contacts made.

SP was required to make a goodwill gesture payment, send a clear re-calculation of the account which demonstrates the refund applied and send a letter of apology for the service shortfalls highlighted in the provisional report.

12.14

SP suspended C's mobile phone account because C had substantially exceeded C's call allowance. C complained. SP discovered that it had placed C on the wrong tariff, and therefore had not received all the inclusive minutes C was entitled to receive. SP recalculated the account, and C was satisfied with the amendments made to the account. C complained that SP had charged C for calls to 07744 numbers. SP said that these calls were not included within the inclusive call allowance. C complained that during one month, SP had again charged C on an incorrect tariff. SP accepted this, and recalculated the account. C complained that SP had not applied the required credits to C's account to recognise the overcharging.

The Ombudsman accepted that although the second recalculation had been carried out correctly, C had not amended the account correctly. SP was required to make further amendments to the account. While it was accepted that SP was entitled to charge C for calls to 07744 numbers, a number of shortfalls in customer service were identified. C was therefore required to make a further credit to C's account as a goodwill gesture.

12.15

C complained that SP interrupted C's service and the quality was afterwards affected. SP stated the necessary actions were taken and the subsequent charge for an engineer's visit was refunded. C claimed this was not made in full.

The Ombudsman decided the refund was for the charge levied by SP, but it had not refunded the VAT. SP was also found to have provided a poor service and its representative had behaved inappropriately towards C. SP was required to make an apology and provide a goodwill payment.

12.16

C complained of interactive calls being made through her disabled son's phone. SP has offered to credit these to the account on proof of his disability.

The Ombudsman required SP to maintain its offer of crediting back the cost of these calls as a gesture of goodwill and apologise for any distress this matter may have caused.

12.17

C entered into a 12 month contract for a data card with SP. C complained on receipt of the first bill which was substantially higher than expected. The payment was taken by Direct Debit. The next bill was again substantially higher and C cancelled the Direct Debit. C sent a number of emails and letters disputing the amount owed. SP explained that this was because automatic updates had used a large quantity of the download allowance. C had relied on the download usage counter which was inaccurate. SP made a goodwill offer which C rejected. C complained to Otelio.

The Ombudsman considered that there was insufficient information provided to C at the time of purchase to warn about the inaccurate download counter. SP had not sent any warnings about the abnormally high usage on the account and had not restricted the service to prevent further charges accruing. The Ombudsman therefore required SP to recalculate the bills on an unlimited usage tariff, to refund the overpayment to C and to allow early termination of the contract without penalty if so required.

12.18

C complained that SP had charged C for a call to a 07744 number. C thought that calls to such numbers were included within C's inclusive call allowance. SP informed C that it charged customers for calls to this number range. C was not satisfied with this.

The Ombudsman was of the opinion that SP was entitled to choose which number ranges were included in a free call offer and which were not. However, it was also felt that the information SP provided to customers did not make it clear that 07744 calls were not included in the call allowance. SP was required to cover the cost of the call as a gesture of goodwill and was recommended to provide information about 07744 in its price plans.

12.19

C contacted SP as charges were raised for calls to International numbers normally free with the tariff. SP stated that the call charges are correctly raised and that the problem was with a third party supplier of an International telephone card.

It is concluded that C had been incorrectly charged by SP and simultaneous charges had shown on the invoices and SP network for the same period. SP should clear all the International rate calls where C has been simultaneously charged for the International rate number, SP should also clear any service charges taken after C's service was suspended as a goodwill gesture and send a letter of apology

12.20

C contacted SP to change DD details. The same day, SP tried to take a DD payment from C's old details, and the DD was rejected. This cancelled the DD on C's account so no further payments could be taken using either the old, or the new DD details.

SP wrote to C and requested a manual payment. C ignored the letter and C's outgoing calls were barred. C contacted SP and C was misadvised that the bank had cancelled the DD. C disputed this and requested cancellation of all services. SP agreed to release from the contract without penalty, but as C had not paid the outstanding balance on the account, SP passed it to a debt collection agency. C complained SP had failed to address the DD issue. SP offered a credit as a gesture of goodwill, which C refused. C returned SP's modem, but failed to receive a refund.

The Ombudsman acknowledged C had not been provided with adequate information when the DD details were changed and that C had received conflicting information from SP. However, he considered SP's goodwill gesture to release C from the contract without penalty and provide a credit to be reasonable. He concluded C was liable for payment of the call and service charges, but concluded SP should apply a credit equal to the late payment charges due to the confusion the cancelled DD had caused.

SP was required to send a letter of apology, maintain its offer to apply a credit as a gesture of goodwill, provide a refund of the modem charge if C sent a copy of the receipt proving its return and apply a credit equal to any advance charges C had incorrectly incurred for the period after C's services had transferred to another provider.

14.0 Faults (Equipment)

14.1

C subscribed to SP's telephone and broadband service but was unable to connect to broadband. C called the technical helpline on three occasions was promised call backs which were never received and then cancelled the broadband service. SP continued to charge and refused to accept cancellation. C tried again to connect with the aid of Technical Support without success. C cancelled and transferred to another provider. SP charged an early termination fee. C wrote to complain. SP maintained the charges and C complained to Otelo.

The Ombudsman considered that C had provided adequate opportunity to SP to diagnose the problem. It had failed to do so, had failed to provide call backs and had failed to respond to C's letters. SP had agreed by telephone to credit the early termination fee but then stated that it had provided two months credit and would not increase this. The Ombudsman considered there had been a number of shortfalls in the customer service provided and required SP to provide a goodwill credit and to send a written apology.

14.2

C experienced a fault and had to report it several times before the Supplier took any action. C transferred their service to an alternative provider but continued to incur charges. C experienced a poor level of customer service. The Supplier refunded the outstanding account balance and made a goodwill payment.

The Ombudsman was disappointed with the actions taken by the Supplier. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Supplier was required to make a further goodwill payment and refund call costs to the company. Additionally, the Supplier was required to write a letter of apology.

15.0 Faults (Line)

15.1

C had a fault with their line and the Supplier arranged an engineer's visit. C was charged for the visit. C maintained that they had fixed the fault and cancelled the engineer. The Supplier stated that the fault was with C's own equipment and the engineer had attended the fault. C wanted the fee refunding.

On the balance of evidence presented for investigation, the Ombudsman considered that C's equipment was at fault and the engineer had attended the fault. Therefore, the Ombudsman was satisfied the engineer fee had been raised correctly. The Ombudsman required no further action to be taken by the Supplier.

15.2

C reported a fault to SP which took a total of 87 days to fix. The fault was intermittent which caused SP problems in identifying and correcting it. C had to chase SP throughout the period of fault and there were some shortfalls in customer service.

SP offered C a goodwill gesture for the inconvenience experienced which the Ombudsman saw as appropriate in the circumstances. The Ombudsman required SP to maintain its offer.

17.0 Fraud

17.1

C gave C's friend C's personal details to set up a new account for C. C's friend set up an account in C's name. The friend later set up two more accounts in C's name. C asked SP to change the accounts into C's name. SP told C that C had to wait for four months to change an account. SP advised C to ask the friend to pay the account charges until the four months were up. C asked the friend to do this. The friend refused, and eventually fell out with C. The friend gave the handsets to C. SP offered to cancel the contract if C paid for the usage C's friend had made on the accounts and returned the handsets.

The Ombudsman was of the opinion that C had allowed the friend to fraudulently set up accounts by volunteering C's personal details, it was reasonable for SP to expect C to pay for the usage made on the accounts. Therefore, SP's offer was considered reasonable, and was required to carry it out.

19.0 Installation

19.1

C advises they moved house and informed SP they wanted to have a telephone and broadband service at their new house. The provision of the landline was delayed by two months and after waiting four months for broadband the account was ceased in error and C moved service providers. However, C continued to receive bills after moving service providers and complains of unanswered letters. SP advises that there was a delay in providing C with service due to system problems and that it did not respond to all of C's letters. SP states that although C moved providers the billing system did not close C's account in full and it is in the process of closing the account.

The Ombudsman found the delay in providing C with service to be a shortfall in the service C received. It was also found that the lack of responding to C's letters was another shortfall in the service C received. SP was required to apologise for these shortfalls and award a gesture of goodwill in recognition of them. SP was also required to ensure C was not billed after they moved and provide C with weekly updates over when their account will be closed in full.

19.2

SP provisioned broadband to C and while C was able to connect to it, C experienced considerable connectivity issues. C complained about these to SP and despite detailed trouble-shooting the connectivity issues were not overcome. C requested early cancellation of the contract mid-term without penalty and compensation for computer equipment C claimed had been purchased on the advice of SP. SP agreed to terminate the contract without penalty but refuse to pay compensation for the purchase of new computer equipment. C complained to the Ombudsman.

The Ombudsman noted that under the Terms and Conditions of the contract SP had no responsibility for the equipment connected to the service by a customer so, and even if this had been suggested to C there was no guarantee given that SP would meet any charges incurred.

The Ombudsman was satisfied that the offer SP had made, which took into account the early termination fee and a refund of various charges was fair and reasonable in the circumstances and she directed SP to maintain it.

19.3

C agreed to a telephone package, line rental and broadband from SP, but there was a short delay before the broadband service was transferred. C also contacted SP about being unable to connect to a certain gaming site, but SP was unable to resolve the problem without further information and requested this from C. However, C did not contact SP again and the fault was closed. C complained to SP in writing and also later raised a billing error, but SP did not respond to C correspondence.

The Ombudsman concluded that there was insufficient reason to allow C to cancel the contract early, without incurring termination fees. However, SP was required to apply a goodwill credit to C's account for a shortfall in customer service. SP was also required to contact C to try and resolve any technical issues and send C a letter of apology.

19.4

C ordered a telephone, television and broadband package from SP. However, SP failed to connect C to the broadband service. C complained to SP by telephone and in writing and SP did eventually offer C a resolution. However, the offer was not accepted by C.

The Ombudsman concluded that C had received a shortfall in customer care and required SP to apply a goodwill credit to C's account, send C a goodwill payment for any stress and inconvenience caused and release C from the contract, without applying any early termination fees.

22.0 Internet Connection

22.1

C had a Broadband service with SP but it was slow and C requested cancellation. The SP agreed to this but insisted on payment before SP would release a MAC to C to enable C to go to another service provider.

The Ombudsman required that the SP make a goodwill payment and written apology to C for insisting on payment before supplying the MAC. She also required that the SP send the C a cheque for the outstanding balance.

22.2

C upgraded to 8MB broadband with SP but was unable to use certain applications due to the Fair Usage Policy which restricted download speeds at peak times. C complained and SP agreed to release C from contract without penalty. C asked for the cost of telephone calls to SP and disputed the final bill. C wrote to complain but did not receive a reply. C complained to Otelio.

The Ombudsman considered C had notice of the Fair Usage Policy and that SP had been generous in releasing C from the contract without penalty. However, the Ombudsman noted that C had made repeated requests for telephone expenses which SP had not responded to; SP had not applied credit for the advance broadband charges, and had not replied to C's letter. The Ombudsman therefore required SP to provide a goodwill credit in recognition of the shortfall in customer service.

24.0 Mis-selling

24.1

C contacted SP on a number of occasions to query the letter he had received informing C about a facility being setup on the account. According to C the facility had not been requested and C questioned SP whether someone had set this up fraudulently. SP failed to respond to nine of C's letters.

The Ombudsman was concerned since SP did not provide a response to C's letters. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide written confirmations that no divert facility had been applied to the account and state that the letter had been sent in error; and to confirm there had been no fraudulent activity on the account.

24.2

C upgraded their mobile phone but says was promised a reduced rental from that month instead of a month later when it actually happened. C complains of unanswered letters and non returned calls. C did not pay bills until went to debt collection and wants it confirming no adverse credit rating has been applied. SP apologise for any confusion surrounding the point of sale but maintains C has been advised on a number of occasions since when the reduced rental started. SP has already awarded a goodwill gesture and says the letters C sent were to the wrong address.

The Ombudsman required SP to offer an apology for confusion surrounding the point of sale and for shortfalls in customer service relating to unreturned calls. It was also required SP makes a further goodwill award and to confirm whether C's credit rating had been affected.

24.3

C placed a written cancellation request with SP. SP rejected as notice was not given. When transfer did not go through, SP offered C a new deal with a term contract. C agreed to this deal but then changed mind and wanted release from contract. C said was coerced into deal by SP and SP had placed an incorrect charge on C's account.

SP supplied call recording of C agreeing to new contract. SP said it had refunded erroneous charges. SP said it considered the contract to be valid.

The Ombudsman considered that the contract was valid. She required that SP make a goodwill payment and apology to C for incorrect charges.

24.4

C complained as SP transferred the line without C's and bill payers consent. SP maintained the C had agreed to sign up to the service. The Ombudsman found that the sales recording revealed that the SP advisor did not clarify properly or obtain consent from the bill payer as C did give the advisor this information. The Ombudsman also found that SP did not respond to C's complaint in a timely manner and therefore delivered a shortfall in customer service levels. The Ombudsman required SP to provide C with an apology, goodwill payment, ensure no termination fee was levied on C's account.

It was recommended that SP in future sales clarified that permission had been obtained from the bill payer for the transfer of telephone line.

24.5

C disputed the agreement with the Supplier and stated they were unaware they had been entered into a lease agreement. The Supplier provided a copy of the order form which clearly detailed the equipment ordered and the charges relating to that equipment.

The Ombudsman was satisfied that the Supplier had presented all details of the contract and lease agreement to C prior to signing. The Ombudsman required no further action to be taken by the Supplier.

24.6

C agreed to three contracts with SP. After several months C complained to SP that the network coverage was poor. SP asked C to demonstrate this on bills which C did. However SP failed to reply. C then asked to cancel the contracts based on a claim of mis-selling. SP claimed that the information C suggested was the basis for mis-selling was not information normally given out to customers at the point of sale. C sent letters of complaint but SP did not respond.

The Ombudsman noted that C had not complained about the network coverage and mis-selling until several months after the start of the contract and the day after a call to query services and charges. The Ombudsman therefore considered it likely that C had decided to cancel for reasons other than poor network coverage. However as SP had agreed to review the service the Ombudsman considered that it had falsely raised C's expectations of the outcome of the complaint. SP was required to issue an apology and goodwill credit for the shortfall in customer service, particularly the failure to respond to letters. SP was also required to contact C to determine whether cancellation was still required. However, C would remain responsible for the early termination fee if this option was preferred.

24.7

SP provided C's company with five telephone lines. C stated that SP sold the contracts on the basis that if no savings were made then they could be cancelled after the tie in period of twelve months. C complained that SP's Agent had not mentioned any

cancellation fees. When C transferred the telephone lines SP pointed out that termination fees were applicable. C contacted SP and complained that the Agent had made no mention of the fees and so the contracts had been mis sold. SP reiterated that the termination fees for the six month notice period would stand.

The Ombudsman considered that whilst SP had made no mention of the termination fees cancellation could still occur. C was in business and so it was considered that C would be aware that terms and conditions were likely to apply, before signing the contracts. However the notice period was excessive as it was half of the original tie in period which had expired. The Ombudsman considered that C was liable for only one month's termination fees.

24.8

C reported a service failure to SP and SP investigated the fault. The fault was part of a network issue and C reported a second failure. C decided to terminate the service with SP. SP advised that C would incur early termination fees as part of the contract agreement and C had not supplied the termination notice within the specified period. SP made an offer to reduce the tariff and C had not responded.

The Ombudsman requires SP to makes its' offer to reduce the tariff period or roll over contract period in writing to C.

32.0 Refunds

32.1

C asked SP to provide a correct bill. Although SP promised to credit the account it did not do this. It was disappointing to learn that SP had failed to provide the Ombudsman's Office a copy of case-file details relating to C's account, despite the two requests being made. Without the case-file it was considered that it may be difficult to fully determine the level of customer service delivered to C. However, C's complaint was being considered on the supporting evidence C has provided. The Ombudsman was of the opinion that since there was evidence of SP promising to provide a credit of a certain amount this was maintained. SP was also required to allow C to terminate the contract since SP did not try and resolve the matter. C was expected to pay of the remaining outstanding balance on the account.

34.0 Service Transfer

34.1

SP upgraded C's broadband service, from which point C experienced speed issues. SP addressed the problem and resolved the speed issue but C remained unhappy with the overall inconvenience. C contacted SP by phone and letter but felt that the standard of service was poor. C did not receive responses to many letters sent. SP made several offers to C as a gesture of goodwill but C felt that loss of income should be covered. SP rejected the request for payment to cover loss of earnings. C declined SP's final offer.

The Ombudsman was of the opinion that the speed issue had been resolved satisfactorily and SP could not be held responsible for the time taken to resolve the issue. However, the Ombudsman noted that there had been a shortfall in customer service in respect of the lack of response to written contact from C. Despite this, the Ombudsman considered the offers made by SP to be generous and SP was only required to issue a written apology in addition to the offer already made.

34.2

C moved address and transferred services with SP. C stated that charges were raised incorrectly for services at the old premises. SP accepted that C was incorrectly charged. It was found that C had been inconvenienced with regards to being incorrectly charged and a poor reply received.

SP was required to clear all charges and refund the payments made by C after the service was disconnected, Make a goodwill gesture payment, send a re-calculation and send a letter of apology for the service shortfalls highlighted in the report.

34.3

C complained that SP failed to prove a working service. SP stated C had called stating their computer was not up to standard for available memory and wanted to downgrade the service. It stated the service for C was working as it should and that it was C's computer that was at fault.

The Ombudsman considered on the balance of probability the age of C's computer was a main factor; C had agreed to the Terms and Conditions which required a minimum specification and that there were insufficient grounds to require SP to cancel the contract without the requisite penalty fee. SP was however required to make an apology for the perceived shortfall in customer service when C had called SP.

34.4

C moved home and took service with SP. C changed mind and took service with another provider without telling SP. C later informed SP but by then, SP had trouble in ceasing the order as line no longer belonged to SP.

For a prolonged period, C received invoices from SP for services C had not used. C called SP up numerous times to complain but SP continued to invoice. SP finally ceased account and zeroed balance but C wanted compensation.

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

36.0 Tariffs

36.1

C took line rental and calls to SP. C had previously used a prefix to route certain calls to another provider. C asked SP if C could still use the prefix and was told this was possible.

After a period, C could no longer use prefix and was billed for all calls through SP.

SP said it had taken a commercial decision to use another network for its call routing. The new network did not allow prefix and so C had been billed correctly.

The Ombudsman considered that the advice given by SP was correct at the time and C had benefited for a period of using the prefix. The decision to change routing of calls was a commercial decision and the Ombudsman considered C had been billed correctly.

The Ombudsman required no further action from SP.

36.2

C was placed onto an incorrect tariff and wanted to cancel the agreement in view of this. SP accepted that C was placed onto an incorrect tariff and offered a goodwill gesture. It was found that C had encountered a service shortfall with the error and a poor reply to contacts made.

SP was required to make a goodwill gesture credit set against any outstanding balance, to and re-credit the double voice minutes and texts free of charge as previously agreed and send a letter of apology for the service shortfalls highlighted in the report.

36.3

When C received billing showing a reconciliation charge, C disputed this. SP informed C that C had not completed the contract terms in that C had opted to change to another Service Provider within the commitment period. C would not accept this and complained to the Ombudsman.

The Ombudsman examined a copy of the contract signed by C for the commitment and concluded that C had not fulfilled the terms, therefore the charge was valid and C was responsible for it. She concluded that SP need not take any further action.

38.0 Terms and Conditions of Contract

38.1

C complained that SP should be held liable for an addition to a contract that was agreed with the retailer which sold SP's services to C. C considered that as the retailer had ceased trading SP should remain responsible for them. SP investigated and could see no reason to accept responsibility, as C suggested.

The Ombudsman concurred with SP; there were no grounds for SP to accept responsibility for a retailer. No further action was required.