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1.0 Auto Diallers

1.1

C disputed international call charges on their account. The Supplier advised they related to a rogue dialler. The Supplier stated that it had alerted C to the suspicious calls but C had ignored its contacts.

The Ombudsman considered the most likely explanation for the disputed charges was due to a rogue dialler. The Ombudsman was satisfied that the Supplier had provided C with a reasonable level of service. The Ombudsman required no further action to be taken by the Supplier.

2.0 Billing

2.1

C requested SP to close a broadband account. SP failed to do this and C continued to be charged for the service. C repeatedly complained about this and eventually asked for the account to be closed. At this time C was offered a refund for the credit on the account but this did not materialise and C continued to receive billing from SP. C complained to the Ombudsman.

SP told the Ombudsman that it accepted there had been shortfalls in customer service and explained that the problem had been brought about by a technical error which failed to cancel the account. SP offered to resolve the situation by refunding C with what C was due and making a goodwill gesture in recognition of the inconvenience caused.

The Ombudsman was satisfied that the offer SP had made was fair and proportionate to the circumstances and it provided C with the resolution C wanted, so the Ombudsman directed SP to maintain the offer.

2.2

C had a telephone call plan through SP, but due to a system error C began to be charged for calls that should have been free. C complained to SP, but the required actions were not completed and C decided to cancel the service and go to another service provider. C also agreed to a broadband trial, but cancel within the required timescale. However, SP charged C for the broadband equipment even though C had been ill advised by the SP to return the equipment. Even though C complained to SP about the issues on both accounts and it had failed to reply, the accounts were referred to debt collection agencies.

The Ombudsman concluded that SP was required to clear both accounts to zero and ensure that they were fully disconnected, send C a refund cheque and a letter of apology. SP was also required to contact the debt collection agencies to withdraw the accounts and ensure that any defaults were removed.

2.3

C requested a call service from SP but when C learned that payment had to be made by a particular means, C asked for the order to be cancelled. SP did not complete the cancellation request and C received the service. When C went on to receive bills for it, C disputed the charges but SP maintained them. C complained to the Ombudsman.

In its response to the complaint SP told the Ombudsman that while it had no record of the request for cancellation, as a gesture of goodwill it had decided to credit the charges applied for the service and to close the account. This action provided C with the response C had wanted and the Ombudsman directed that other than completing it, SP need not take any further action.

2.4

SP failed to credit C's account with Nectar points. C complained and SP agreed to backdate the points. C disputed the amount and SP failed to reply. C complained to Otelo.

SP acknowledged it had failed to apply the points and had then failed to credit the correct number of points and had failed to respond to C's letter. The Ombudsman required SP to ensure that the correct number of Nectar points was added to the account and required SP to provide a goodwill payment in recognition of the shortfall in customer service.

2.5

C complained that SP had continued to charge C for telephone line rental after C had transferred to another provider and despite C reporting this on regular occasions. SP accepted that it had billed C incorrectly. It cleared the amount outstanding and offered C a payment as a goodwill gesture. C felt that the amount offered was inadequate to recognise the problems C had experienced.

The Ombudsman agreed with C that the amount SP had offered was inadequate and required SP to make a larger payment. SP was also required to send a letter of apology to C and to confirm that the account was now closed and any adverse information passed to C's credit file had been removed.

2.6

C transferred to a new service provider, but received another bill from SP. C disputed the amount requested and only made a part payment. This led to the debt being transferred to a debt collection agency. C complained to SP and the company agreed to clear and close the account as a gesture of goodwill. However, C requested further financial recompense.

The Ombudsman concluded that SP had correctly billed C and therefore SP was not at fault for passing the debt to the debt collection agency. However, SP had failed to reply to one of C's letters and therefore it was considered that there was a minimal shortfall in customer care. SP was required to send C a small goodwill payment and a letter of apology and remove C's details from its systems, if possible.

3.0 Broadband

3.1

SP provided C with a broadband service. C complained, initially by letter, to SP of an intermittent service and for not receiving an 8Mb service. SP responded saying that it only provided a service up to 8Mb and the speed was determined by the customer's distance from the exchange and the equipment. C also complained that call backs had been promised but not received and there had been no response to letters sent. C also said that SP's adviser had left a threatening message. SP apologised stating that it was sorry if C considered that poor service had been received and asked C to forward supporting information regarding the threatening message so that it could address the matter with the adviser.

The Ombudsman sympathised with C as it appeared that the offer of service speed had been misunderstood. The industry generally makes offers of a service up to a speed rather than guaranteeing a specific speed and so SP had not misled C. SP was required to make a gesture of goodwill in recognition of the intermittent service. SP was to make a written apology for the customer service shortfalls and award an additional goodwill gesture in recognition of them. It was noted that SP had made the return calls but had left message for C.

3.2

C advises that they could not connect to broadband and after contacting SP's Technical Helpdesk on a number of occasions they were advised a new installation disc would be sent; this was never received. C cancelled the service and wants the early termination fee waived. C also complains of non returned calls and unanswered letters. SP advises it cannot be held responsible for C not receiving the installation disc and considers C should remain responsible for any early termination fees.

The Ombudsman found evidence of shortfalls in customer service and required SP to apologise and award a gesture of goodwill in recognition of these shortfalls. There was

evidence that C's hardware was causing the problems and it was considered C should remain responsible for the early termination fee.

3.3

C subscribed to SP's broadband service and found that the original order has been cancelled. SP activated service and C experienced technical problems. C decided to terminate the service and asked for a Migration Activation Code (MAC) and SP stated that a termination fee would apply. SP confirmed that the line was clear and released C from the contract without penalty.

The Ombudsman was satisfied with the action SP had carried out and required no further action from SP.

3.4

C requested MAC from SP but a few days later broadband stopped working. C complained that SP continued to bill C for a service not provided. C called SP but continued to receive bills. C sent a letter to SP but received no response. SP said it could only conclude that either an error occurred with the migration or that a fault occurred. SP said it had now removed the outstanding balance. SP proposed a goodwill payment in recognition of the service C received.

The Ombudsman was concerned that SP continued to bill C for a service no longer provided. The Ombudsman however concluded that the proposed goodwill was a reasonable award in recognition of any service issues encountered and C's costs. The Ombudsman required SP to award the goodwill payment and to send C a letter of apology.

3.5

C moved house and was unable to connect to the broadband service. C cancelled and asked for a refund of payments. SP refunded part of the payments. C disputed the amount and complained to Otelo.

SP was unable to locate C's account details and was unable to provide a case file.

The Ombudsman accepted that C had overpaid for broadband and required SP to provide a goodwill refund of the overpayments plus a small amount for the shortfall in customer service. The Ombudsman also required SP to send a written apology and confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

3.6

C experienced connectivity problems with their broadband. C complains that they requested a new router but this was refused. C then requested to cancel the service but was refused as within a 12 month contract. C would like broadband cancelled and a refund of four months rental. SP advises C was not using its equipment and because no fault was found C was referred back the manufacturer of the equipment C was using.

The Ombudsman found that SP had not advised C to check their equipment until five months after the technical problems were first reported. In addition, it was found as C was tied into a 12 month contract and did not check their equipment that they should remain responsible for the rental of the broadband service. SP was required to apologise for the shortfall in service C had received and make an award as a gesture of goodwill in recognition of this. SP was also required to contact C to organise cancellation as requested; the 12 month term had ended.

3.7

C signed up for a broadband and telephone package. Although the broadband activated on time, the telephone and email service did not. C complained to SP which did not always respond to the enquiries. SP said that the matter had been passed to its technical team.

The Ombudsman decided that a goodwill gesture was appropriate because of the delays and the inconvenience caused.

3.8

C entered into an agreement with SP and could not get the broadband service connected. SP accepted the broadband service was not provisioned. SP also accepted that C had been incorrectly charged. It was found that C had been inconvenienced with the unreasonable delay in the provision of the broadband service.

SP was required to offer a goodwill gesture payment which included a refund all charges taken for the broadband service to date and the incorrect charges taken by cheque and goodwill gesture payment, ensure that no adverse data has been sent to any credit reference agency as a result of this episode and send a letter of apology for the service shortfalls highlighted in the report.

3.9

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.

3.10

C agreed to SP's landline and broadband services and purchased a wireless router kit to connect, but C was unable to connect to the broadband service despite the go live date having passed. C made numerous contacts to SP in this regard and was advised the service would go live shortly, but this never happened and eventually, several months later, C transferred away from SP.

For investigation, SP acknowledged that the lack of provision had been caused by its own internal errors as the order was initially de-queued and then it failed to re-provision this when it advised it would do so. It was also clear that C had received no response to C's complaint letters and that C had also been overcharged for some of the landline charges. Although the investigation welcomed SP's admissions, it was proposed for it to confirm in writing to C the full closure of the account without penalty and with a zero balance, provide C with a direct payment that included a refund and a goodwill payment, and also provide C with an apology. C was also directed to return the router to C's nearest SP store.

3.11

C ordered a telephone, broadband and line rental package from SP. However, SP was unable to provide the broadband service as there was a problem with C's line that needed to be addressed. C did refer the matter to a third party, but received incorrect advice. This led to a lengthy delay before C received the service.

The Ombudsman concluded that SP could not be held solely responsible for the delay, but did consider that SP could have acted sooner. Therefore, SP was required to apply a goodwill credit to C's account and send C a letter of apology. SP was also required to ensure C's broadband connection was working correctly, as faults had occurred.

3.12

C complained that the landline services supplied by SP had suddenly been cancelled without warning. SP said that another provider had tried to take over the supply of the services. It decided to waive the termination fee C was liable for because the services were cancelled within the minimum contract period.

The Ombudsman was of the opinion that the evidence actually suggested that the services had been cancelled because SP had originally supplied the services on a business basis and when it realised its mistake and tried to change the account to a residential basis it, in error, cancelled the services. In these circumstances it was decided that SP's decision to waive the termination fee and it was also required to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused.

3.13

C signed up for SP's broadband service. C was never able to establish a connection. C complained that when C called SP, no assistance was offered. SP maintained that the problem was being caused by equipment C was using, which had not been supplied under the contract.

The Ombudsman was not convinced that the problem lay with C's equipment. C had tried other equipment which also did not allow C to connect. SP had carried no investigation to ensure the service was working properly. In these circumstances, it was decided that SP should send a letter of apology to C, make a payment to C as a goodwill gesture and to allow C to cancel the contract without penalty.

3.14

C complained that SP had been unable to provide C with broadband and instead of reverting C's account back to an unlimited dial-up account C was charged for dial-up on a pay-as-you-go basis. SP accepted that, due to a technical problem, SP had not been provided with broadband. However, SP argued that C had been given all necessary information about dial-up and had simply used the wrong access number. C also complained that SP had ignored C's complaint.

The Ombudsman was of the opinion that C had known about how to use dial-up and had simply used the wrong access code. Therefore, SP was not required to refund the dial-up charges C had accumulated. It was also decided that C had been inconvenienced by SP's failure to supply broadband and for the poor response to C's complaint. SP was therefore required to make a payment to C as a goodwill gesture.

3.15

C subscribed to SP's broadband service. C was never able to establish a reliable connection because of several problems. After several months, C asked SP to cancel the contract. SP refused, stating that C had agreed to a 12 month contract.

The Ombudsman was of the opinion that as SP had been unable to resolve the problems C experienced over a prolonged period of time, SP should allow C to cancel without penalty, and was required to do this. SP was also required to refund all payments C had made to the account and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.16

C subscribed to SP's broadband service. The service did not work. C asked SP to activate the service. SP said that there was another provider's marker on the line. However, after several months it emerged that there was no marker on the line, and SP had been mistaken. SP activated the broadband service. C continued to have problems.

The Ombudsman considered that the initial delay in SP providing broadband to C was caused by SP misdiagnosing a problem. SP was required to apologise to C and to make a payment as a goodwill gesture. After SP finally activated the service, it appeared that C had not reported the further problems experienced. SP could obviously not be blamed for this. SP was required to offer assistance to C.

3.17

C signed up to SP's broadband service. On the date of activation, C could not connect to the internet. C complained to SP. SP discovered that C's account had been set up on a dial-up basis rather than a broadband service. SP promised to resolve this problem, but had not done after several days, despite C continuing to contact the company to complain. C eventually decided to cancel the service. SP therefore charged C an early termination fee. In view of the problems, C felt that C should not have to pay the fee.

The Ombudsman decided that C had given SP a reasonable opportunity to resolve the problem and SP had failed to do so. In view of this, SP was required to refund all broadband charges.

3.18

C experienced a loss of telephone and broadband service. SP acknowledged the delay loss and offered a goodwill gesture to reflect the service loss. It was found that C had endured a poor level of service from SP and that an increase in the award offered was reasonable.

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

3.19

C's broadband service was taken over by SP without authority. C had cancelled SP's broadband service. C suffered interruption to the business broadband account with another provider and C claimed for business loss. In a deadlock letter SP offered an amount of compensation which was unacceptable to C. C complained to Otelco.

SP accepted that it had taken over the broadband in error. SP had requested evidence of loss from C which had not been provided and SP had offered a goodwill gesture. The Ombudsman considered that SP had made a reasonable offer to compensate C for the inconvenience. C had not provided any evidence in support of the claim for business loss other than an activation fee C incurred on returning to the previous provider. The Ombudsman required SP to provide an additional goodwill payment to cover this amount.

3.20

C signed up a broadband package and has never got the service connected. SP stated that C had a marker from another line preventing the connection.

It was found that a marker was present and that C must take accountability for its removal before approaching a new provider but failed to do so. C was shown a poor level of service when attempting to resolve the complaint. SP was required to offer penalty free cancellation, but C was accountable for call usage made and normal service charges to date, offer a credit of against any remaining outstanding balance, send a letter of apology for the poor reply to C's contacts

3.21

C asked SP to transfer the broadband service to another line. In doing so there were problems and this led to a delay. C claimed business losses. SP offered a goodwill credit, but C rejected this offer.

The Ombudsman found that SP excluded liability under its Terms and Conditions for business losses, but was of the opinion the goodwill credit proposed was fair and reasonable. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition maintain its goodwill payment refund.

3.22

C had a service with SP and added broadband to the package. This worked for three months and then developed a fault which was not repaired for some months. C complained but it was not repaired. C then decided to cancel but was advised that a new 12 month contract began for the broadband service from its activation date. C was unhappy with this. SP said that a MAC had been provided but all services were suspended as there was an outstanding balance on the account.

The Ombudsman decided that a small goodwill gesture be applied to the current balance and the remainder should be accepted in full and final settlement of the matter.

3.23

C ordered broadband from SP but due to there being an incompatible feature on the line SP was unable to provision the service. The Ombudsman considers that it was not SP's responsibility to ensure the line was clear before accepting the order. In accordance with the terms and conditions of contract SP is not contractually obliged to compensate C for downtime and business losses. It was accepted that SP misled C into thinking the provisioning of the service was imminent. C offered a goodwill gesture in light of the customer service issues raised but C rejected this offer as inadequate.

The Ombudsman concludes a goodwill gesture was appropriate and in summary he required the SP to provide a written assurance that the account is closed with a nil

balance; maintain the goodwill offer previously offered; and to issue a letter of apology in recognition of the customer service issues raised.

3.24

SP failed to provide the broadband service as C requested. C disputed the service charges for the period of not being able to connect and also disputed direct debit charges that had been added to the account. The Ombudsman noted C paid the outstanding balance on the account under dispute to avoid having a default placed against the account. Yet SP restricted the services. The Ombudsman notes C actively sought resolution to this complaint to no avail.

In summary the Ombudsman requires SP to provide a credit equivalent to all charges associated with the broadband service, installation, modem, administration and cancellation fees; make a goodwill gesture equivalent to the direct debit charges and associated administration charges; make a goodwill gesture equivalent to the package charges for the periods that C was without his telephone service including any termination fees; make a goodwill credit in recognition of the customer service issues raised and the costs incurred; and to issue a formal letter of apology including an assurance that C's credit file had not been affected by SP's actions

3.25

C registered for telephone and broadband services with SP. Although telephone services began, there were delays with the broadband service and when it was activated C unable to establish a connection. SP advised C to buy an extension cable but when this did not work, advised that a second telephone line would be required. C contacted SP again and was told a second line was not required and an advisor would call back. C failed to receive the call back and cancelled the contract. SP considered C was liable for the early termination fee, but C disputed this.

It was considered C had received conflicting information in respect of the equipment necessary for broadband connection. The Ombudsman believed C had experienced a poor level of customer service. SP was required to remove the marker from the line, cancel C's account without charge and confirm the account had been closed.

3.26

C complained that SP did not address C's issues and was mis-sold the broadband service. SP stated there was no evidence of it mis-selling the broadband service. The Ombudsman found that on the whole there was not enough evidence to show SP delivered a shortfall in service levels, but there was a slight indication for which SP was required to provide an apology and a goodwill gesture.

The Ombudsman could not understand why C was alleging mis-selling because the issue was over SP charging a high price for the broadband service. C was expected to settle the outstanding balance on the account.

3.27

C ordered broadband, but provision was delayed. C cancelled the order and requested a MAC. SP issued the MAC, but did not remove its markers from C's line. C complained several times, but the markers remained, which prevented C from transferring to another SP.

The delay in issuing a MAC and removal of the markers were considered to be reflective of a shortfall in customer service. SP was required to confirm the markers had been removed and make a small payment as a gesture of goodwill.

3.28

C requested broadband from SP, but there was a short delay. C complained to SP that costs had been incurred chasing the service and C requested compensation. SP did apply some credits, but C was not satisfied.

The Ombudsman concluded that there had been some delay and poor customer care and required SP to apply a further goodwill credit to C's account and send a letter of apology.

3.29

C experienced a loss of broadband service. SP acknowledged the broadband loss and poor reply to C's contacts and offered a goodwill gesture payment. It was accepted that the offer made by SP was reasonable in the circumstances and addressed C's overall poor experiences to date.

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

3.30

C agreed to a broadband offer by SP and commenced the service along with a telephone. Problems arose trying to connect to the broadband service but the telephone service was provided and was being used. C telephoned SP, and advice was given on the set up process. This did not work and the modem was sent for testing. C complained and stated that termination of the contract was wanted. The contract was not terminated until a further two months following letters and telephone correspondence by C. SP stated that the problem was with C's equipment but C had returned the modem to SP and this could not be tested.

The Ombudsman recommended that the termination fees charged were waived on the basis of the time taken for the decision that it was the equipment that was not compatible. C was to remain liable for the telephone charges. C was not liable for the

connection and modem charges as these items had not been used successfully. No award was made in recognition of the time, inconvenience and expense incurred by C as it was noted that there had been some unnecessary behavior shown against the staff of SP.

3.31

C upgraded to an 8MB broadband service but had speed issues. C complained to SP and experienced shortfalls in customer service. SP acknowledged speed problems but they remain unresolved. SP credited C's account as a goodwill gesture.

The Ombudsman's was of the opinion that the ongoing problems need to be addressed by SP and required a senior member of staff to contact C to discuss. The Ombudsman also required an apology and a further goodwill gesture.

3.32

C took up SP's broadband service but had a technical problem which meant it took a long time to log on. C contacted Sp on a number of occasions and SP responded with callbacks but the complaint remained unresolved. C asked for the contract to be cancelled and SP provided a MAC but required the remainder of the contract to be paid. C considered the contract should be cancelled

The Ombudsman considered that C had taken steps to resolve the technical issue and although SP had made callbacks the issue remained unresolved. Therefore she required SP to cancel the contract from a specific date with no early termination fee in the interests of customer service but acknowledged that SP had made attempts to resolve

3.33

C arranged an upgraded broadband service but then C and C's partner separated. C claimed that it was C's partner that had arranged the upgrade. There was nothing to support this and as SP had clearly kept within data protection requirements when dealing with later enquiries it was found that it was C that had arranged the upgrade. C's partner was advised to have C make direct contact, within the cooling off period, to cancel the account but this was not done. There was a considerable delay before C made contact and it was accepted that the contract should therefore stand. No reason could be seen to require a fee free cancellation in this case.

No further steps were required of SP in this case.

3.34

C applied for broadband from SP. There were some delays in the provision of broadband but C was kept notified of the delays. C complained that she was charged for broadband before she had received it and SP agreed to credit C's account.

SP failed to credit the account and C cancelled her direct debit. SP failed further to apply promised credits and C sent a cancellation letter. C's telephone account was cancelled as a result of her letter and her broadband account was disconnected as a result of non payment. A cessation fee was added to the account and there were further charges outstanding for service.

C sent letters of complaint which received no response. SP admitted a shortfall in customer service and offered to credit the broadband cessation fee.

The Ombudsman welcomed SP's offer but considered a further credit was appropriate. The Ombudsman required SP to credit the full outstanding balance and send a letter of apology to C.

3.35

C signed up for SP's broadband service and was given an initial start date. One month after the planned date, C had no service so contacted SP and cancelled the service. SP failed to process the notification and continued to invoice C. C wrote to SP many times and received no response. An SP advisor did not return C's calls.

The Ombudsman requires SP to issue a letter of apology together with the goodwill payment and to confirm in writing that the account is closed and that C's credit rating is unaffected.

5.0 Cancellation

5.1

The C cancelled his Internet service with the SP giving the required notice period. The line was not stopped on time so the SP charged the C an extra month's line rental. The C complained to the SP saying C should not be charged as correct notice period had been given.

The Ombudsman considered that the C had given sufficient notice and was not responsible for the extra month's line rental. She required that the SP make a goodwill payment and written apology to C for the inconvenience caused.

5.2

C complained that SP failed to close an account correctly, closed the wrong account and maintained billing. C complained to SP but got no response. SP investigated and found

C had requested the wrong account was to be closed, but failed to explain why it closed both or why it took several months to do so.

The Ombudsman decided the root cause of C's problems was the initial error on the request made by C, but that C had also had poor customer service from SP in its delay in taking the appropriate action or replying to C's letters. SP was required to make a goodwill payment in recognition of the shortfall in customer service, but as SP it had apologised in writing, it was not be required to do so again.

5.3

C complained that the supplier maintained an account and sent bills when it should have been closed. The supplier stated that C had not observed the normal procedure for closing an account, which was why billing and subsequent referral to a debt collection agent was processed.

The Ombudsman considered the supplier had acted reasonably over the debt collection, but C had made it clear to an advisor that they did not want the account maintained. The supplier was required to make an apology for poor customer service, provide a goodwill payment and cancel the contract. It was also required to ensure the debt collection activity had stopped.

5.4

C took out a new mobile contract with SP. A few weeks later the C called the SP to cancel the contract. The SP rejected this as the C was outside of cooling off period. The C sent back the handset and stopped payments. The SP continued billing C and offered to replace the handset but C refused.

The Ombudsman required that the SP maintain its offer to replace the handset. She saw no reason why C should not be liable for the early termination fee should she insist on cancellation as the Ombudsman considered the contract to be valid.

6.0 Carrier Pre-Select

6.1

C had a fault with SP so used an override code which resulted in C calls being routed through another SP. C unhappy about this and wanted their details taken off the SP's systems as well as an apology and goodwill gesture. SP advised not at fault as routed calls as requested.

The Ombudsman found that SP had kept C's details when they were previously its customer, otherwise SP would not have details to bill C. SP was required to refund the

cost of the calls as it was found C had not agreed to have their calls routed via it and apologise to C.

8.0 Customer Service

8.1

C was unable to connect to broadband for over a month . C telephoned, emailed and wrote letters of complaint without success. C claimed expenses. SP made a goodwill offer which C rejected. C complained to Otelco.

The Ombudsman considered that there had been shortfalls in customer service and that C had incurred unnecessary expenditure due to SP's failure to diagnose the connection problem. The Ombudsman therefore required SP to increase its goodwill offer to reflect this.

8.2

C found that C was unable to make calls one day and then received a letter from SP advising it had applied an outgoing call bar to the account at C's request. However, C did not request this and complained to SP but received no response. C eventually made successful contact with SP and was advised there was an outstanding balance on the account and C's account had been restricted. However, C also maintained that C had not been made aware of this debt either. C complained to SP and although a response was received, C remained unhappy.

The investigation found it reasonable for SP to have taken this action if there was an outstanding balance, but in this instance, it was clear that SP had not advised of this within C's bill and also indicated that C had requested the call bar be placed. Even when C contacted SP via email to complain about the bar, no action was taken to advise C of the debt until one month later. In this instance, the investigation was satisfied that C had received an unnecessary shortfall in customer service that will have had a detrimental impact on C's business. On this basis, a goodwill payment and apology were proposed, along with confirmation that the account was now closed in full with a zero balance

8.3

C took out a mobile telephone contract with SP. SP had offered credit as part of the package which was not applied. C made numerous calls and wrote letters to SP to complain. C cancelled the contract and incurred termination charges which SP agreed to waive as C had experienced a shortfall in customer service. C then received further invoices and spent more time contacting SP to resolve.

SP closed account, zeroed balance and offered a goodwill payment to C, which was refused.

The Ombudsman required that SP maintain its offer of goodwill and send a written apology to C for customer service shortfall.

8.4

C complained to SP that a payment had been taken slightly early and this caused C to incur bank charges as there were insufficient funds in the account. C sent emails and letters to SP, but the company failed to formally address C's complaint or send a written response.

The Ombudsman concluded that SP was not liable to pay C's bank charges, but as SP had failed to address C's complaint or reply to several letters, SP was required to clear the balance owed on the account. SP was also required to contact the debt collection agency and send C a letter of apology for any shortfall in customer care.

8.5

C took a package with SP as an upgraded contract. SP was not able to properly provide this package which led to C having to make repeated contacts with SP to ask for the package to be provided properly. SP provided numerous credits to C's account to correct matters but was not able to correct the situation. This was considered poor customer service. C asked to cancel the contract and was told that there was an early termination fee to be paid. C objected. SP accepted that this account should be cancelled on a fee free basis given the problems experienced.

SP was required to provide a 'breakdown' of the account since the contract was started o the present time showing all charges, credits and payments in a consecutive manner in order that C could be assured that the charges applied to the account were correct, to provide a goodwill gesture, in the form of a credit to the account, to provide a credit to cover any line rental charges raised after the cancellation was first requested and to provide a closing balance for the account.

8.6

C had supply of telephone service with SP. There was a fault and the C complained to SP that C was entitled to compensation. The SP did not respond to the complaint and the C changed service provider. The C requested closure of the account and a zero of the balance.

Since the complaint was filed with the Ombudsman, the SP closed the account and zeroed the balance as a goodwill gesture.

The Ombudsman was satisfied that the C did not qualify for compensation as the fault was fixed within timescales. She did consider that the SP's failure to respond

represented a shortfall in customer service and she required the SP to make a written apology to C. She considered that the goodwill previously extended by SP was sufficient to address the customer service shortfall.

10.0 Directory Listing

10.1

C complained that the supplier failed to provide the service C expected. C complained that they had contacted the supplier with a request, but it was not observed. C then wanted their costs to be refunded. The supplier stated they would not be responsible for the errors made, but offered a goodwill payment that was later increased.

The Ombudsman considered there had been errors for C that could have been avoided and that the Terms and Conditions allowed for situations where the supplier could be held liable. The supplier was required to make an improved goodwill payment and an apology.

11.0 Disconnection

11.1

C placed an order with SP to move the telephone line to new premises. A date was arranged, but SP ceased the service a week early and C lost the telephone and broadband services. This affected C's business for a few days until the service was reconnected. However, as the broadband service was with another provider, it was unavailable for sometime. C complained to SP and received a small credit, but C was unhappy with the way SP had dealt with the complaint. C contacted SP in writing on several occasions, but SP failed to reply.

The Ombudsman concluded that SP had received a shortfall in customer service and required SP to apply a goodwill credit to C's account. However, if C wished to claim for business losses, C would have to pursue a claim through SP and provide evidence to support the claim. SP was also required to send C a letter of apology for any stress and inconvenience caused.

11.2

C experienced a loss of broadband which was not resolved after one month, so C transferred to another provider. C then asked SP for substantial compensation because

it had not provided free broadband forever. SP refused to make such an award so C complained to the Ombudsman.

The Ombudsman noted that the Terms and Conditions of the Agreement C had made with SP did not guarantee a fault free service and allowed for fault reporting and rectification. Therefore, she was unable to accept C's argument that SP had breached the contract by not providing a free service forever. There was no requirement for SP to provide compensation to C for breach of contract.

However, the Ombudsman did comment that C had gone without broadband for about a month and this had caused inconvenience and loss of enjoyment and in such circumstances it was only fair that SP make a goodwill gesture to C for this. She also noted that SP had not properly answered C's letters and she took this into account in deciding on the level of goodwill gesture she directed SP to make.

11.3

C contacted SP and requested a change of firewall protection. SP advised C on how to complete this but the advice led to the loss of broadband connectivity. C had to resort to calling SP about the problems but all SP would recommend was a visit by an Engineer which would be charged to C. C declined the suggestion and sent letters of complaint to SP which went unanswered. C complained to the Ombudsman.

The Ombudsman commented that although the maintenance of a computer system was the responsibility of the owner and user the loss of service came about when C acted in good faith on the advice given by SP. In her opinion this amounted to a shortfall in customer service.

In its response to the complaint SP agreed that it had failed to deal with correspondence it had received from C and the Ombudsman concluded the case by directing SP to make a small goodwill gesture to C and to send C a letter of apology in recognition of the two shortfalls in customer service.

12.0 Disputed Charges

12.1

The C transferred to SP for telephone calls. The C was then billed for calls from both the SP and the previous Service Provider. C has made several phone calls and sent letters to SP to resolve the complaint.

The SP confirmed that credits were placed on the invoice for previous two bills. The SP offered to place a further credit for other bills if the C produced the invoices from the other Service Provider.

The Ombudsman required the SP to calculate charges and refund on receipt of previous invoice. The Ombudsman also required the SP to send the C a letter of apology and make a goodwill payment.

12.2

C had a contract mobile phone stolen while abroad and a large bill was accrued in the period before C reported the loss to SP. C disputed paying the call charges, but C was liable under SP Terms and Conditions.

The Ombudsman concluded that SP could not have prevented the call charges, as they were made in less than one day. SP did apply a goodwill credit to C's account, which was considered to be generous in the circumstances. Therefore, C was liable to pay SP the outstanding balance owed on the account.

12.3

C contacted SP to enquire as to online billing discounts. Incorrect information was given and C relied on this. SP provided a credit to the value of some of the months that this information was relied on. SP also accepted that there had been poor customer service in that letters and enquiries had not been answered. It was confirmed that this is viewed as poor customer service. A further goodwill gesture was proposed in that regard. It was also explained that the correct discount for online billing had been confirmed and that after the Provisional Conclusion being issued C would be aware of the correct position. On this basis there was no need to continue crediting C's account with the value of the discount indicated. C had asked for a copy of SP's Code of Practice. SP said that this had been provided but it was felt that a further copy should be supplied to make sure that it was received.

SP was required to provide a letter of apology in respect of the poor customer service experienced in this matter and to provide a credit in respect of outstanding months discount for online billing; it was also required to confirm that any ongoing online billing would avoid the published surcharge for paper billing. SP was also required to demonstrate that the total credits had been applied, provide a further goodwill gesture, in the form of a credit to the account to reflect the various instances of poor customer service experienced and to provide a copy of its Code of Practice.

12.4

C complained that he had been charged for a repair which he had understood would be free. C also claimed that there had been problems accessing SP's broadband services and that a promised refund of charges had not been provided. When C had stopped making payments until these matters were resolved, SP suspended all services. C requested cancellation of the repair charge, a refund of internet charges and an explanation of the suspension of services.

The Ombudsman found that the engineer who repaired the fault had determined that the repair was chargeable as C had carried out an unauthorised temporary repair. She also found that C had tried to access the services using an old computer with software below the minimum specification needed. In the circumstances, the Ombudsman decided that SP's actions had been appropriate and suggested that SP contact C to resolve the matter.

12.5

C received charges for premium rate services that were used by calling a television quiz show. These charges were disputed by C but SP maintained them. As there was no evidence that the calls had not been made on C's line the investigation found that the charges should be maintained. It was accepted that there had poor customer service provided when dealing with the complaint,

SP was required to provide a small goodwill to reflect the poor customer service experienced.

12.6

C disputed a call charge to a Premium Rate Service (PRS) believing the call lasted only four minutes rather than nine hours. SP contacted C to notify of high value activity on the account and C disputed the call duration. C sent correspondence to SP that it failed to respond to. SP disconnected C's service without warning. SP did contact C explaining that the call charges were valid and no faults had been identified. The Ombudsman requires SP to send a written explanation to C and to make a goodwill gesture.

14.0 Faults (Equipment)

14.1

C took out a new package with SP for Broadband, Line Rental and calls. There was initial difficulty in setting up the Broadband and the C had to make numerous calls to the SP's Technical Support in order to connect.

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

14.2

C had a fault on the line and was advised they would get rental back for the period the service was faulty. However, C received a goodwill gesture instead. C also complains

of poor customer service. SP says fault lay with C own equipment and felt the compensation offered to be fair.

The Ombudsman found that C would not be due any compensation for loss of service but found evidence of a shortfall in customer service. SP was required to apologise for this shortfall and award a further gesture of goodwill.

14.3

C signed up for SP's broadband service. C was unable to use the service for several months because SP had sent a faulty router to C. C reported the problem on a number of occasions before SP diagnosed the cause of the problem and sent a replacement router. C complained that SP had caused C inconvenience as a result of the delay in resolving the problem. SP made an offer to C as a gesture of goodwill. C felt it was inadequate.

The Ombudsman accepted that it had taken SP an excessive period of time to resolve what should have been a straightforward problem. However, SP's offer was considered reasonable. SP was required to pay the amount offered to C.

14.4

C experienced dropped calls and complained to the Supplier. C sent their handset for repair numerous times but the problem remained. C requested cancellation of their account without penalty. After some time, the Supplier agreed to cancel the account without penalty. C experienced a poor level of customer service.

The Ombudsman was unable to determine the cause of C's dropped calls but was pleased the Supplier had agreed to cancel the account without penalty. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Supplier was required to cancel the account without penalty, make a goodwill payment and write a letter of apology.

14.5

C disputed the repair charge for handset. C stopped paying bills to SP and the debt was referred to a debt collection agency. C requested cancellation without penalty and assurance that credit rating had not been affected. SP said that the problem was pixel damage and as such was not covered by the manufacturer's warranty. C therefore remained liable to pay for repair or purchase a new handset. SP said that C stopped paying the monthly bills and so the debt was correctly referred to a collection agency. SP proposed a nominal goodwill payment for any service issues.

The Ombudsman said that after examining a picture of the damaged handset that the damage did appear to be pixel damage. As such this was not covered by the manufacturer's warranty. The Ombudsman also said that the handset did not form a part of the contract C had with SP and so there was no justifiable reason to cancel without

penalty. C remained liable to pay for the repair of the handset and the contract charges. The Ombudsman required SP to honour its goodwill offer and to contact C to arrange repair.

15.0 Faults (Line)

15.1

C experienced several faults. The Supplier resolved the faults and paid C compensation. C requested further compensation. C experienced a poor level of customer service. The Supplier made a goodwill offer but C declined it.

The Ombudsman considered that the Supplier had resolved C's faults in a reasonable manner. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to increase its goodwill offer and write a letter of apology.

15.2

C experienced a persistent poor quality line and complained to SP about this. SP investigated and established that cabling and telegraph poles had to be replaced to rectify the line problems and set about doing this. It took SP some two months to complete this work. The time taken was due to the necessity for manual handling and the remote location of the work. C wanted compensation from SP for the inconvenience caused. SP offered fixed rate compensation and to make a goodwill gesture to C. C felt the offer was insufficient and asked the Ombudsman to direct SP to increase it.

The Ombudsman was satisfied that SP had met its obligations under its Customer Service Guarantee Scheme and although there was evidence C had used the line for business use, C was not entitled to financial losses as the service was a residential one. The Ombudsman concluded that C had been inconvenienced but she felt that the offer SP had made in recognition of this was reasonable and fair. Other than maintaining this offer, the Ombudsman directed that SP need not take any further action.

15.3

C experienced intermittent connectivity issues with SP's broadband. C repeatedly complained about the problems over a nine month period and while SP did send out Engineers to rectify the problem the Engineers were not specialists and were unable to solve the issues. C was unhappy with the delays in rectifying the problem and complained to the Ombudsman.

The Ombudsman noted that since C had brought the complaint to her SP had arranged for a site visit to be carried out by an Information Technology (IT) Specialist. The Ombudsman directed SP to ensure that this was done. The Ombudsman also

commented that the delay in rectifying the problem had inconvenienced C and SP should make a goodwill gesture in recognition of this.

15.4

C had a fault on the landline and was without the service for several days. C was promised a diversion to a mobile free of charge but later found that they had been charged for this. C left SP transferring to another provider. C received bills from SP containing charges after C had left the company. C disputed this and was credited for the fault and for calls made to SP from C's mobile. C continued to complain about the bills and C later received a demand for payment. C was promised that the account would be cleared and that a cheque would be sent however C failed to receive this. C wrote to SP and a response was sent again confirming that the account would be cleared and that the cheque had now been issued. C did not receive the letter or the cheque.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to write to C with an apology, confirm that the account had been cleared with no adverse affect on C's credit rating and to reissue the cheque with an additional goodwill payment for the charges for diverting calls to C's mobile.

15.5

C had crossed line and reported this to SP. SP engineer attended but found no fault and advised C to find out what line number line was crossed with. C said continued to report problem to SP without resolution. C then received a bill charging for the engineer's visit which C disputed. SP sent C a deadlock letter maintaining the fee as correct.

The Ombudsman said that it was a concern that SP had failed to investigate the fault further. The Ombudsman said that the lack of action and response from SP was viewed as poor customer service. The Ombudsman required SP to refund C with the engineer's fee, continue to investigate the fault, award a nominal goodwill payment and send a letter of apology.

15.6

C complained that service was cut off without warning. C also complained that SP failed to send C a bill for five months. C sent letters of complaint to SP but remained dissatisfied with the response received advising that C could not leave without paying a termination fee. SP failed to provide a case file so its views were not taken into account.

The Ombudsman said that based on the evidence provided C had received poor customer service from SP. SP disconnected C without warning and failed to send C a bill for five months. Furthermore the bill charged incorrectly for service. The Ombudsman required SP to allow C to cancel without penalty, refund broadband rental charged, award a nominal goodwill payment and send C a letter of apology.

15.7

C lost the use of the landline and broadband service provided by SP. C complained that there was a prolonged delay in SP resolving the fault. SP explained that the repair of the fault was particularly complicated, this is why it took so long for SP to resolve it. C also complained about the poor customer service C received from SP. SP accepted this.

The Ombudsman established that the cause of the fault was fairly minor and therefore agreed with C that it had taken SP an excessive period of time to resolve it. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience C was caused because of the delay and the poor customer service supplied.

15.8

C experienced a fault which lasted for several weeks. There was a delay before the Supplier rectified the fault. C experienced a poor level of customer service. The Supplier added a goodwill credit to C's account.

The Ombudsman was concerned by the delay in the Supplier resolving C's fault. The Ombudsman was of the opinion that a clear shortfall in customer service had incurred. The Supplier was required to make a further goodwill payment and write a letter of apology.

15.9

A fault was experienced on C's line shortly after the completion of installation and C went without a service for some days. C complained about this to SP and SP agreed to apply appropriate compensation in accordance with the terms and conditions of the service. C wanted greater compensation and complained further to SP. To resolve the complaint SP offered to make a goodwill gesture to C by applying a small credit to the account. C did not confirm acceptance of the offer and made further complaints about calling features not being added to the account and incorrect charges that related to another customer. SP investigated the matters but C refused to accept explanations and brought a complaint to the Ombudsman.

The Ombudsman decided that the offer SP had made for any added inconvenience was fair and reasonable. However, it appeared to her that SP had not applied the free calling features and she directed SP to make a further small goodwill gesture in respect of them. The Ombudsman could find no evidence to support C's claim that C had been charged for services to another person and she commented that it confusion had arisen due to C changing numbers and this was the explanation for the charges.

In conclusion, the Ombudsman felt that there was confusion about the account and in addition to the goodwill gestures she directed SP to make, she directed SP to send C an easy to read breakdown of charges, credits and payments made to the account.

15.10

C advises that they experienced faults with both their landline and broadband service and would like compensation in recognition of these faults. C also complains of unanswered letters. SP advises it did not respond to all of C's letters and would like to apologise for this. SP states that it has already offered compensation for the faults C has experienced.

The Ombudsman found that SP's offer of recompense for the landline and broadband problems was sufficient in addressing the matter and SP was required to maintain this offer. However, it was found that C had written to SP on numerous occasions and received no response. It was required SP apologise for this shortfall and award a further gesture of goodwill in recognition of this.

17.0 Fraud

17.1

C contacted T to complain that stolen mail items had been used to set up a mobile phone account with T. Despite several phone calls from C's partner and a joint letters to T, C complained that T was still pursuing payment of the bills. C said that the delay had caused stress and wanted T to investigate the matter, cancel the bills, apologise for the stress caused and pay compensation for the costs incurred. T said that C had refused to speak personally to its specialist team which looked into cases of identity theft so it had been unable to resolve the issue.

The Ombudsman concluded that T had tried to investigate the complaint but had been prevented from doing so by C's unwillingness to speak directly to its agent so decided that neither an apology nor compensation was justified. Given that C's partner had been acting for C and was a joint signatory to a letter sent to T on the matter, the Ombudsman recommended that T make arrangements to speak to C's partner and C jointly to obtain the information needed to take matters forward.

18.0 Information Disclosure

18.1

C complained that SP did not allow C to become a customer without a credit check. C also complained about SP using call centre's abroad and wanted the Ombudsman to verify whether SP was in breach of data protection laws.

The Ombudsman was of the opinion that SP using call centre's abroad was a Commercial Decision for SP and one which fell outside the Ombudsman's jurisdiction. Furthermore, it was the opinion that SP carrying out credit checks was also a

Commercial Decision. SP was required to provide C with an apology for poor customer service levels and in recognition provide a goodwill payment. C was recommended to escalate the complaint to the Information Commissioner's Office relating to the Data Protection laws.

22.0 Internet Connection

22.1

C took out a new package with SP for calls, Line Rental and Broadband. The Broadband did not work and the C cancelled the service. The C cancelled the Direct Debit and incurred bank charges, which C requested a refund for. The C also wanted modem charges refunding.

The Ombudsman considered that the Direct Debit charges were legitimate as the C had use of the package. She required that the SP make a refund to C for the modem.

22.2

C complained that the supplier was unable to provide the full service as agreed, which included service security for a year. C complained several times, but the replies from the supplier were always the same; that it was looking for a resolution. The supplier eventually resolved C problem and offered a goodwill payment.

The Ombudsman considered there had been poor customer service as the supplier had not responded to C's letters. The supplier was required to make a goodwill payment, send an apology and ensure the service security was back dated to fulfill the year's provision requirements.

22.3

C entered into an agreement for services with SP and could not connect to broadband. SP accepted that broadband could not be provided. It was found that C was inconvenienced with regards to not being able to receive broadband after initially being signed up to the service. C was also not shown a level of service normally expected.

SP was required to offer penalty free cancellation, make a goodwill gesture award against any outstanding balance and refund any amount remaining, by cheque, confirm that the account is closed and send a letter of apology for the service shortfalls highlighted in the provisional report.

22.4

C used dial up internet services but had difficulty maintaining a connection. C tried all the troubleshooting and was advised that the fault was with C's line. C reported a fault with the telephone line to SP. SP maintained there was no fault. C asked SP to "increase the gain" on the line. SP did not do this. C was still unable to connect and complained to Otelo.

On referral of the complaint to Otelo SP "increased the gain" on the line and C confirmed that the connection had improved. The Ombudsman was concerned that SP had not tried this before and required SP to provide a goodwill credit in recognition of the shortfall in customer service.

24.0 Mis-selling

24.1

C, who was already a customer of SP for other services, enquired about its broadband service and was advised that this would be available if C installed an ADSL line for it to be carried over. C therefore arranged this to be installed, at C's own cost, on the basis that SP's advertised price would be available. However, following the installation, C contacted SP again but was then advised that it could not provide the broadband service at the advertised price, but only a higher price. C was unhappy with this as this was not what C had been told initially. C complained to SP and requested a refund of the charges, or to be given the advertised price, but SP maintained its position.

For investigation, SP explained the reason why it could not provide the broadband service at the advertised price. Although the investigation acknowledged this, SP had provided no evidence, such as any log notes or call recording to counter C's claim of the information C had been given at the point of sale. It was also considered reasonable that had C been advised that the price may potentially not be available, C would not have gone to the trouble and cost of installing a new line and transferring C's supply. The investigation was, therefore, satisfied that C had been provided with some mis-information and it was proposed for SP to either (dependent upon C's choice) to provide C with the advertised price of the package for up to 12 months, or provide C with a direct payment equivalent to the cost of installing the line. In any event, it was also proposed for SP to provide C with a further goodwill payment and apology for the shortfalls in customer service received.

24.2

C signed up for a package SP offered which included telephone, broadband and other services. After the contract started C was told that C was not eligible for the package and was told C had to pay more to receive the services. C asked SP to cancel the contract. SP initially refused. C complained and SP decided to allow C to cancel the contract without penalty. C wanted SP to compensate C for the costs C had incurred because of the misinformation. C also wanted SP to refund all payments made. SP refused.

The Ombudsman agreed that C had been caused to incur costs because of SP's misinformation and therefore SP was required to reimburse C for these. However, as C had been able to use some of the services, it was decided that C should not receive a refund of the payments C had made.

24.3

C ordered broadband from SP but thought the service was free which it was not. C complains of failed call backs and unanswered correspondence. SP explains why C cannot have free broadband is due to local exchange issues. SP says C has been advised of this.

The Ombudsman found evidence of shortfalls in customer service and possible lack of information provided by SP to C at the point of ordering. The Ombudsman required SP to apologise for shortfalls in customer service and awarded a gesture of goodwill.

24.4

C signed up for several of SP's services. After SP had installed the services it informed C that one of the services would cost more than C had initially thought. C complained, arguing that C would not have entered into the contract if C had been made aware of its true cost. SP offered a payment to C but C rejected it as it did not cover the additional costs C would incur.

The Ombudsman decided to accept that C had been misadvised the cost of the package C had entered into. As C was now bound by a contract which could not be cancelled for 12 months, SP was required to apply a credit to C's account equivalent to the additional cost of the package up to the date the contract expired.

24.5

C complained that SP had quoted for moving the telecoms equipment to a new business premises. There had been problems with the move and, after it had taken place, SP had invoiced the costs of line installation charges, which had not been included in the original quotation. SP had accepted that it had not mentioned the charges but claimed that these would have been absorbed had C agreed to a new contract. C had decided not to renew the contract after the problems with the move. SP had offered compromises but, after C rejected the offers, C had said that, unless the full amount was paid, all C's telecoms would be disconnected. C had paid the bill but, whilst the discussions were ongoing, the contract had automatically rolled over for a further 12 months. C sought a full refund of the additional charges levied.

The Ombudsman decided that SP had anticipated absorbing the charges at the time of providing the quotes but had decided it could not do so when C indicated that the service contract would not be extended. She did not consider that C should be given the full

refund claimed but required SP to offer a discount on the extended contract which reflected the nature and value of the rolled over contract.

24.6

C was about to terminate C's contract with SP but during this call, C was persuaded to renew the contract on a different tariff. C agreed to this but then contacted SP after receiving a bill, to query the call charges C incurred for calls. C realised that the inclusive minutes allowance was only for off-peak calls to certain numbers. C therefore complained to SP and requested that a recording of the sales call be listened to. However, despite this request and further complaint letters, there was no response.

SP provided a recording of the call for investigation. This was listened to and it was confirmed that SP had initially explained the full extent of the inclusive minutes to C. On this basis, the investigation as satisfied that C had not been mis-informed. However, it was also clear that following C's complaint, SP took no action to listen to the call recording, despite advising it would do so, and it also failed to take action on some of C's complaint letters. Nevertheless, it was also clear that SP had since allowed C to be released from the contract without penalty and this was considered to be fair and reasonable recompense. It was proposed for SP to confirm in writing to C the full closure of the account without penalty and with a zero balance and also provide C with an apology for the shortfall in customer service received.

29.0 Premium Rate Services

29.1

C disputed charges raised by SP. SP stated that the charges was correct and for premium rate short codes. It was found that C was charged correctly but did not receive a level of service normally expected.

SP was required to make a goodwill gesture payment, against any outstanding balance and refund any amount left by cheque and send a letter of apology for the service shortfalls highlighted in the provisional report.

32.0 Refunds

32.1

C already had a mobile phone contract with SP, but contacted the company to request a data card account as well. C stated that SP had offered credits to both accounts as part of the sales agreement, but after complaining only one credit was applied. C contacted SP to complain again and to register a problem with the data card. It was replaced by

SP and further credits were offered to resolve C's complaint. However, C declined the offer and wanted to cancel both accounts.

The Ombudsman concluded that there was insufficient reason to require SP to cancel both accounts, but there had been some poor customer service. Therefore, SP was required to apply a goodwill credit to C's account and send C a letter of apology for any shortfall in customer care.

32.2

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

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

34.0 Service Transfer

34.1

C moved home and transferred telephone and broadband services. There was a delay in its provision by SP and C wrote to complain about the poor customer service. C did not get a reply. C then lost the service for several weeks. C asked to cancel but was held to a further contract which C was unaware of. C wrote again. C did not receive any replies from SP and complained to Otelo.

The Ombudsman accepted that C had entered into a new contract with SP for a minimum period. However, SP was unable to explain the delay in the provision of services and was unable to find any evidence that SP had replied to C's letters. The Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service; ensure that C was able to have the service expected and to provide assistance if this was not the case; and to send a written apology.

34.2

C moved house and asked to transfer services. SP failed to provide broadband. C telephoned and was given various go live dates none of which were successful. C wrote to complain but did not receive a reply. C complained to Otelo.

SP acknowledged there had been a number of shortfalls in customer service. SP agreed to provide the broadband service or to allow cancellation without penalty. The Ombudsman also required SP to provide a goodwill credit in recognition of the shortfall in customer service and to send a written apology.

34.3

C received notification from SP that services were to be transferred to a new SP. C disputed this, but SP was unable to prevent the transfer from occurring. C's services transferred back to SP but C then chose to transfer to another provider. SP generated a final bill, which C disputed. SP passed the account to a debt collection agency. C transferred back to SP again, and SP opened a new account. C queried the balances due on the different accounts. SP called the second account back from the debt collection agency and cleared the balance on the account. However, C continued to dispute charges on the new account. SP agreed to make goodwill payment in consideration of the confusion caused, but C rejected the offer.

The Ombudsman considered the goodwill payments already made by SP to be generous. However, it was noted SP had sent a letter to C, which showed an additional account number, to which SP had not referred. It was unclear if this account had been opened in error and had contributed to some of the confusion. SP was required to clarify the details of the unidentified account and maintain the offer it had made to C to apply a credit as a gesture of goodwill.

36.0 Tariffs

36.1

C stated that SP had set up an incorrect tariff on the account. SP stated that it had acted on C's request. It was found that SP should take more accountability when the tariff was being changed to ensure that it was correct. C was also not responded to in a timely manner.

SP was required to credit the International and Mobile calls, send a clear breakdown of the re-calculations made, make a goodwill gesture payment and send a letter of apology

36.2

C changed upgraded price plan with SP and two months later requested that SP downgrade the price plan. SP denied this request stating that the Changing Price Plan policy indicated that C was not eligible to downgrade until the end of the 12 month contract. C stated that SP had supplied incorrect information and had failed to refer to a request to speak to a manager and supply complaints information.

The Ombudsman required no further action from SP.