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## **2.0 Billing**

### **2.1**

C complained that the supplier maintained billing after an account should have been closed. C complained but the supplier failed to respond. C sought assistance from a third party, who wrote to the supplier. The supplier stated the account would be closed, but failed to do so; instead it referred C to its solicitor and threatened legal action. The supplier later admitted poor customer service, offered an apology and a goodwill payment.

The Ombudsman considered the customer service from the supplier had been very poor, required a full written apology and an additional goodwill payment in recognition of the unnecessary escalation to the solicitors and for the stress and anxiety caused.

### **2.2**

C contacted SP to dispute some call charges, but SP failed to provide an adequate response and gave C incorrect information.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to send C a detailed letter to confirm the charges, a letter of apology and a goodwill payment for any poor customer service.

## **3.0 Broadband**

### **3.1**

C had asked SP to provide broadband in addition to a landline service but there had been delays in getting the connection established. When it was set up, C complained that there had been a succession of problems and that SP had offered a reduction in service charges and a refund of the costs of the phone calls to its Technical Support Team. SP disputed that a refund of the call costs had ever been offered and C cancelled both SP's services and moved to a different supplier. SP applied an early termination fee to both services but C refused to pay and the debt had been passed to a Debt Collection Agency. As resolution, C wanted SP to cancel the early termination penalties.

The Ombudsman agreed that there was no evidence that C had ever been promised that the costs of all the calls made would be refunded. However, the Ombudsman considered that SP had failed to provide an acceptable broadband service so decided that C should not have to pay an early termination penalty. She accepted that there had not been a problem with the landline service but, given the dispute which had arisen over broadband charges, the Ombudsman decided that it would have been impossible

for C to continue the contract for that service. In the circumstances, the Ombudsman required SP to reduce the termination penalty applicable to the landline contract from five months to three.

### **3.2**

C said that broadband with SP never worked. C complained to SP. C then stopped making payment to SP and service was disconnected several times. C requested that SP provide a broadband service that worked and also award a substantial goodwill payment. SP said that it had refunded SP with rental charged. SP said it had also offered C goodwill. SP said that the service kept being disconnected as C refused to make payment.

The Ombudsman said that they could find no justifiable reason why C stopped making payment to SP for other services that C used with no problem. The Ombudsman did however confirm that C could not have broadband due to line length. SP was required to ensure that C had received a full refund for all broadband rental paid and award a nominal goodwill payment.

### **3.3**

C who had a business arranged a date when broadband would be supplied at new premises. The broadband was not supplied on the arranged date and C later claimed that substantial losses had been caused by the failure on SP's part. SP agreed to consider a claim in relation to these losses but required documentary proof to support the losses being claimed by C who refused to supply the documents saying that SP had lost mail and that the documents requested were sensitive business documents.

SP was required to provide a goodwill gesture in respect of poor customer service (in failing to provide the broadband service as arranged) and to repeat its offer to investigate the claim upon production of the supporting documentation.

### **3.4**

C disputed signing up to a broadband service. SP refuted C's claim. It was found that C had signed up to a package containing broadband and all charges raised were legitimate.

SP was required to confirm that the account is closed with a nil balance, offer a goodwill gesture payment, by cheque, which includes the cost for the credit report, SP was required to write to C to advise that it has not sent any negative information to any credit reference agencies and that the credit file is corrected and send a letter of apology.

### **3.5**

C complained to the SP about a delayed broadband provision. Despite a number of letters and calls being sent the delays continued before the service was eventually provided. C complained about problems this had caused, and on review the SP made an offer to resolve this amicably. The offer was rejected by C, with a letter confirming an increased amount being required.

It was concluded that the SP had provided the broadband service with avoidable delay, whilst C had failed to receive an acceptable level of customer service. Nonetheless, the offer made by the SP appeared appropriate in full consideration of all information.

The SP was required send a letter of apology, make the proposed goodwill credit to the account, ensure the broadband connection fee was removed, provide a refund of the broadband charges prior to installation, and refund any credit balance showing on the account.

### **3.6**

C requested a MAC from the Supplier but stated the company failed to provide this. The Supplier stated it had not received a request from C and was able to produce a MAC. C provided confirmation emails received from the Supplier to say a MAC would not be issued. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier failed to record C's contacts and failed to assist C. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to refund broadband service charges from when the MAC was requested. The Supplier was also required to make a goodwill payment and write a letter of apology.

### **3.7**

C had broadband added to their account and they disputed requesting this. The Supplier said it was unsure if this had been mis-sold and refunded all charges relating to that service. C had a large amount deducted from their bank account and complained to the Supplier. The supplier explained that when the credit on the account was refunded a further bill was produced for the landline account. The Supplier credited the amount back as a gesture of goodwill. C experienced a poor level of customer service.

The Ombudsman considered it remained inconclusive if C had been mis-sold broadband and was satisfied with the actions the Supplier had taken. The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman noted the credits made by the Supplier but required it to make an additional nominal goodwill payment and write a letter of apology.

### **3.8**

C ordered broadband but service would not work. C cancelled broadband with SP and tried to order with a new SP. C was then provided with 2 MAC's even though there was

a order on to cease the broadband. C says requested to escalate complaint but this was refused. C requesting an apology, compensation for time taken in resolving the complaint and cost of calls made to technical help and customer services.

SP confirms cease placed on broadband but then the MAC was sent out. SP has offered a goodwill gesture and an apology.

The Ombudsman required SP to issue a further apology to C, retain its offer of goodwill and awarded a further goodwill gesture to cover the cost of the calls made to the Technical Help desk and Customer Services.

### **3.9**

C subscribed to SP's broadband service but was unable to obtain a satisfactory connection. C encountered very slow speeds and an extremely intermittent service. After calling SP's Technical Support on a number of occasions, employing a computer technician and paying for a replacement telephone box C wrote to cancel. SP did not reply. C telephoned to complain and SP applied credits to the account for loss of service but would not allow cancellation of the contract. C wrote again and received a reply holding C to the contract. C wrote back but did not receive a reply. C complained to Otelo.

The Ombudsman accepted that C had exhausted all avenues in trying to obtain a satisfactory broadband connection. SP had also failed to respond to C's letters. SP agreed to cancel the contract and send a letter of apology. The Ombudsman also required SP to provide a goodwill payment in recognition of the shortfall in customer service and to provide a goodwill credit for any early termination fees.

### **3.10**

C experienced broadband connection problems and complained to the Supplier. The Supplier failed to address C's complaints and C's refused to make a payment due to this. C's services were disconnected. C experienced a poor level of customer service.

The Ombudsman was of the opinion that the Supplier had failed to resolve C's connection issues. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to credit all broadband charges and make a goodwill payment for the shortfall that had occurred. The Supplier was also required to write a letter of apology.

### **3.11**

C entered into an agreement of services with SP but could not receive broadband. SP accepted the failure to provide the broadband service and offered a goodwill gesture credit.

It was concluded that C has been inconvenienced with regards to not being supplied with a usable broadband service and with the time spent in contacting SP. SP has accepted the delay as unacceptable and has offered a credit to C's account, which is considered to be reasonable in this case. However, SP should offer a further goodwill gesture to address the charges C has incurred in telephoning the company.

In full consideration of the facts and issues surrounding C's complaint against SP

SP was required to offer a penalty free cancellation of the broadband service, provide C with a MAC to enable C to approach a new supplier, offer a goodwill gesture payment, for the cost of C's telephone calls in contacting the company and send a letter of apology.

### **3.12**

C agreed to SP's telephone and broadband service but experienced a delay in the provisioning of the broadband service and therefore C requested cancellation of the service and instigated another supplier for the broadband. This was because C had a tenancy agreement for broadband to be available. However, SP then provisioned the broadband service and took over the supply, yet when it did so; C was unable to connect successfully, despite attempts to resolve this issue. C complained to SP about all of these issues and although SP offered C a goodwill payment to resolve the matter, C rejected this.

The investigation found that C had received several shortfalls in customer service from SP as it was found that there was an initial prolonged delay, SP failed to then cancel the service as requested and then failed to provide the service once it had taken it over. In addition, C also received failed call backs. The investigation acknowledged C's situation with C's tenancy agreement, but it was considered that SP was not obliged to compensate for this business arrangement. Nevertheless, SP had offered C a substantial goodwill payment, closed the account without applying a cessation fee and also provided C with a credit refund for some of the charges paid. The investigation was satisfied that these proposals were fair and reasonable recompense in this instance. Therefore, it was proposed to the Ombudsman that they be maintained.

### **3.13**

C wanted to cancel broadband as they said they could not connect to the service. The Supplier stated that if C wanted to cancel they would incur a penalty fee. The Supplier explained C had had a reasonable connection to broadband. The Supplier advised as C's account had been cancelled for non-payment no early termination fee had been added. C experienced a poor level of customer service and the Supplier offered a nominal goodwill payment.

The Ombudsman considered that C had not given the Supplier a reasonable opportunity to resolve the broadband issues. The Ombudsman noted that C had had a fee free cancellation as the account had been cancelled due to non-payment. The Ombudsman welcomed the Supplier's goodwill offer and required it to fulfill this.

### **3.14**

C complained that the Supplier had undertaken to provide a broadband connection but that, after several months, it had still failed to do so. C had made many calls and written letters which the Supplier had failed to acknowledge. As resolution, C wanted the Supplier to provide the broadband connection or allow cancellation of the contract without penalty, and wanted compensation for the problems caused. The Supplier had established the broadband connection after the complaint was submitted and had made an initial offer of compensation, which C had not accepted. In its submission, the Supplier had apologised for the delay in connecting C's broadband service, which it accepted had taken too long.

The Ombudsman considered that the evidence submitted by the Supplier indicated that it had tried to identify the fault but that it accepted that C should be compensated for its delay. The Ombudsman required the Supplier to send C a written apology, to reinstate its initial offer of compensation and to make a further goodwill payment to reflect the inconvenience caused.

### **3.15**

C took out a new broadband package with SP. SP was unable to supply the service initially but proceeded to take payments from C. C made complaints to SP by telephone and sent letters of complaint to SP, but received no reply.

SP accepts that it could not supply service due to a MAC (Migration Authorisation Code) problem, but it has since started providing the service to C. Since the case came to the Ombudsman, SP has offered a goodwill payment to C which is in excess of the sum it overcharged.

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

### **3.16**

C agreed to a broadband package deal with SP for a greater speed of broadband but the service was not upgraded for several months and C had also been over and incorrectly billed and charged by SP during this period. C complained to SP on numerous occasions but initially received no response.

The investigation welcomed SP's admissions in this instance regarding both the delay in upgrading the service, its incorrect billing and also its failure to initially respond to some of C's complaints. However, it was clear that SP had since contacted C and agreed a full refund and goodwill payment for C, which it appeared C had agreed to. In any event, the investigation considered this proposal from SP and was satisfied that it was fair and reasonable to cover both the overcharging and the poor customer service received, especially considering the credits that had already been applied to the account initially.

Therefore, on the basis that C had now received this further direct payment, no further action was proposed of SP in this instance.

### **3.17**

C complained that broadband with SP was delayed for approximately ten months. C sent letters to SP but remained dissatisfied with the goodwill proposed. C had also been charged for paper bills and was not happy that SP's rental costs had increased. SP said that the initial delay was due to waiting for C to provide a MAC code. Once this was provided the service was then migrated and activated. SP admitted there was then a further delay as C was not sent the installation CD or modem.

The Ombudsman said that based on the information provided it would appear that the delay in providing the MAC code was due to C's previous provider and not SP. SP was therefore not at fault. The Ombudsman did however note service shortfalls in providing the installation CD and modem. The Ombudsman said that SP's rental increase was a commercial decision and so the Ombudsman could not comment further. The Ombudsman required SP to honour its proposed offer of goodwill and to also provide an explanation of why the rental had increased and how customers were advised.

### **3.18**

C experienced difficulties installing a modem. C contacted SP and it identified a fault with the modem. C requested a visit from an engineer, which SP did not agree to. SP sent C a new modem and C paid an IT engineer to install it. However, C complained that when the broadband was in use, interference was experienced during calls and the phone would not ring. SP advised C to buy a booster, and told C there was too much equipment on the line. SP sent C a cheque to cover the cost of the booster, as a gesture of goodwill. C cashed the cheque, but failed to buy the equipment and continued to complain about the problems with the telephone line. SP ran a line check and was satisfied there was not a fault on C's line. It considered it had provided C with useful advice on how to resolve the problem, which C refused to follow.

The Ombudsman could find no evidence C had experienced an unsatisfactory level of customer service regarding the broadband or telephone service. It was considered SP had taken reasonable steps to address the issues raised by C and its goodwill gesture was considered to be generous. It was noted SP had not responded to all of C's letters, and that C may have experienced delays when calling SP. SP was required to send a letter of apology for this.

## **5.0 Cancellation**

### **5.1**

C asked SP to cancel C's service. SP cancelled C's account the day before C had asked. This caused problems for C. SP offered to credit C's account with amount to recognise these problems. C agreed with the amount, but wanted it in the form of a cheque. SP refused, as there was an amount outstanding on C's account. C complained about several other problems with the way SP had billed C.

The Ombudsman was satisfied that SP had offered in relation to the early cancellation was reasonable. As there was an amount outstanding on the account higher than the amount offered, it was considered reasonable to allow SP to credit it to the account. The Ombudsman decided that SP had billed C incorrectly, and required SP to correct this, and to make a further payment to C.

## **5.2**

C asked SP to cancel the account. Although this was actioned by SP due to a system error the account was not cancelled and payment was withdrawn from C's account on three occasions. SP apologised and advised that the credit had now been applied. SP questioned why C complained to the Ombudsman service. The Ombudsman was of the opinion that as it was evident SP incorrectly withdrew money from C's account and refunded this late C had a statutory right to use an Alternative Resolution Service. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment.

## **8.0 Customer Service**

### **8.1**

C complained that the supplier failed to complete the requirements of a renewed contract. C complained to the supplier, but it failed to respond. The supplier reviewed C's complaint and accepted fully that it failed its customer; it offered no explanation or mitigation. The supplier did offer to complete the requests of C and make a goodwill gesture.

The Ombudsman concurred with C, that there had been poor customer service, but found the goodwill payments adequate. The supplier was also required to make a written apology for the poor customer service and the delay.

### **8.2**

C requested to cancel their service but there was a long delay before the Supplier did this. The Supplier offered to refund some service charges. C experienced a poor level of customer service.

The Ombudsman considered that a clear shortfall in customer service had occurred. The Supplier was required to refund all service charges incurred after the cancellation

date. The Supplier was also required to make a goodwill payment and write a letter of apology.

### **8.3**

C asked SP to upgrade their service. SP incorrectly advised C to contact a third party provider to transfer the line. C's line was ceased and SP was unable to complete the transfer and C lost a portion of their service. C telephoned and wrote to complain and requested compensation but received no reply to letters and continued to receive bills which were disputed. C complained to Otelo.

SP investigated the complaint and agreed that C had been given incorrect advice which had led to C's services being disconnected. The Ombudsman also considered that SP had failed to provide the broadband due to its own marker being left on the line and had failed to address C's complaints resulting in the account being passed to a debt collection agency.

The Ombudsman considered that SP had provided poor customer service and required SP to provide a goodwill credit for the outstanding balance on the account and to send a goodwill payment in recognition of the shortfalls in customer service. SP was also required to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

### **8.4**

C complained that C's mobile phone service provider, SP, was sending C marketing text messages after they asked the company not to do this. SP responded, stating that the text messages were not to market its products, but were giving service updates. C disagreed. C also felt that SP should have contacted C to offer a new contract when C's previous contract had expired.

The Ombudsman was of the opinion that although it could be argued that some of the text messages could be construed as constituting marketing, they represented, at most, a minor irritation, and did not warrant any action from SP. The Ombudsman also decided that SP was under no obligation to offer a new contract. Some customer service problems were identified, and therefore SP was required to make a payment to C to recognise these.

### **8.5**

C ordered a broadband service from SP. SP confirmed that it had been activated but after many weeks of querying the service and being given conflicting information, C was advised that the line would not support broadband. SP offered a refund of the charges paid but C was unhappy about the time taken to determine that broadband was not available. C asked for the line to be updated and for the broadband service to be provided. C also asked for SP to give advice regarding the equipment at the property.

The Ombudsman noted that SP had provided inconsistent advice and that it had failed to respond to contact from C. However, it was also noted that SP was not able or indeed obliged to provide a broadband service for C. The Ombudsman required SP to issue a written apology for the delayed refund of charges, for inconsistent advice and for the shortfall in customer service. In addition a goodwill payment was required along with contact to advise C of the equipment available as requested.

## **12.0 Disputed Charges**

### **12.1**

C received a reconciliation fee charges from SP due to transferring the service to another provider without informing SP. C refused to pay for the charges stating no agreement had been made for the tariff in question. The Ombudsman required that SP should clear the reconciliation charge.

### **12.2**

C moved address but continued to be billed by SP for dial up service. C called SP on numerous occasions to resolve the issue but C received no assistance and SP continued to take Direct Debit payments. C sent a letter to SP but to date a resolution had not been reached. SP said it had limited information with regard to the complaint but advised that a refund had been sent to C.

The Ombudsman said that C had received poor customer service from SP. SP failed to cancel the service and continued to bill C and take payment. SP also failed to resolve the complaint within an acceptable time frame. SP was required to refund C with all payments made, send a letter of apology and award a nominal goodwill payment.

### **12.3**

C complained about a fault on the line, receiving unwanted calls and third parties on the line. C then received a bill which included charges for calls to mobile and international numbers which C disputed. SP investigated the complaint but could find no fault with the line and maintained the charges. SP offered a goodwill credit for the delay in responding. C was not satisfied and SP issued a deadlock letter.

The Ombudsman accepted that SP was entitled to payment of the call charges and considered that SP had made a generous offer of compensation. The Ombudsman did not require SP to take any further action.

### **12.4**

C received a bill from SP which included a number of calls that C claimed had not been made. SP checked the line and no faults were found. C relied on records kept of calls

made but there was nothing to support the claim that this was accurate. As no reliable support could be found for this claim it was found that no steps should be required of SP.

### **12.5**

C transferred telephone services to another provider. C continued to receive bills from SP and made payments under protest and wrote to complain. SP maintained the charges and did not accept cancellation of the account from the date of transfer. C complained to Otelco.

SP maintained that due to an error at Opal Telecom SP had carried five calls for C after the date of transfer and C had not called SP to cancel. SP therefore maintained the charges.

The Ombudsman referred to Ofcom's guidance for consumers transferring telephone providers which did not require C to cancel with current SP as this would be done automatically. The Ombudsman was also concerned that SP had not accepted cancellation from the date of C's letter of complaint and had failed to reply to that letter within a reasonable time.

The Ombudsman required SP to provide a goodwill credit for the outstanding balance and to provide a goodwill payment to reimburse C for the payments made and in recognition of the shortfall in customer service. SP was also required 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.

### **12.6**

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

### **12.7**

C contacted SP to dispute PRS calls made on the account. SP accepted that the calls in question should not have been generated as a PRS bar should have been in place.

It was concluded that SP is accountable for the disputed PRS calls due to the fact that a PRS bar should have been in place on the account but had been incorrectly removed. The PRS calls were more than likely made by a third party who had access to the telephone without the knowledge or authorisation of the account holder. C was not

shown a level of service normally expected or a reply to correspondence. This was a service shortfall.

In full consideration of the facts and issues surrounding C's complaint against SP

Maintain the refund of the PRS call charges, offer a goodwill gesture payment for the overall service shortfalls, ensure that the PRS bar has been reinstated on the account and send a letter of apology.

### **12.8**

C moved overseas and contacted SP to unblock the phone and to reduce tariff plan. Two months later C identified that the SIM card had been stolen and reported this to SP. C was unable to use SP's insurance to claim for the cost of the call charge as C did not record loss within Terms and Conditions. C incurred significant call charges. C asked for copies of invoices but SP but did respond accurately to these requests. SP made a significant goodwill gesture and then offered to pay a percentage of the call charges.

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 its goodwill gesture to C and maintained the call charges.

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### **12.9**

C moved property and maintained the Service Provider. Her first bill at the new address contained charges for both their new and old properties. The C called the SP on several occasions to dispute this but the matter was not resolved. The SP has stated that the problem was due to an internal error and was unforeseen.

The Ombudsman required the SP to refund the incorrect charges and provide the C with a goodwill credit for customer service shortfall.

### **12.10**

C disputed charges on the bill. SP explained that due to it providing a two channel line it meant that calls could be made by a customer simultaneously. SP explained that the bill may have given the impression that the bill may be incorrect. Furthermore, SP explained that there were some calls relating to dial-up connections that were longer than normal. SP stated that the modem inside C's computer did not clear the call, which meant that the call remained connected without C knowing. The Ombudsman was satisfied that SP's billing was correct, but required SP to provide C a small goodwill payment for inconvenience caused.

### **12.11**

C lost a handset whilst abroad and subsequently received a bill for calls made. C disputed the charges. SP considered C had not reported the loss immediately, and was therefore responsible for payment of the charges.

The Ombudsman noted that although C had not reported the loss of the handset immediately, it had been reported and SP had failed to correctly apply a bar to the account. SP was required to send a letter of apology and apply a credit equal to the charges incurred after C had notified SP of the loss of the handset. It was also required to provide a breakdown showing how the amount to be credited had been calculated.

### **12.12**

C complained SP failed to provide an adequate broadband service and despite contacting Technical Helpline for assistance C decided to migrate the services to another provider. In doing so SP raised an early termination charge that C disputes is unreasonable as SP failed to provide the service agreed. Based on the information made available for review it seems SP had addressed C's broadband queries and when another problem arose the customer did not contact the support team but requested cancellation. The Ombudsman concludes C was bound to a minimum term contract and that SP was not afforded the opportunity to resolve the problem.

It was noted SP failed to close the account in a timely manner and offered a small goodwill gesture to resolve. The Ombudsman considered this a fair offer and maintained the outstanding balance on the account. A payment plan was required.

### **12.13**

C disputed the duration of a long call shown on the bill on the telephone bill. SP maintained the call charge but promised a call back. C did not receive a call back and emailed SP. SP did not reply and C telephoned again. C paid the bill and wrote three letters of complaint but did not receive a reply.

SP advised that it had replied to C's letters but agreed that it had not answered C's specific complaint. The Ombudsman considered C was responsible for payment of the call but that SP had provided poor customer service. SP was required to make a goodwill credit.

### **12.14**

C was a customer of SP but due to a pending house move, requested cancellation of the services. However, despite SP having formally acknowledged this in writing, it continued to send C bills, take money from C's account and also send demands for payment. The matter was also referred to a Debt Recovery Agency which resulted in a visit to C's home to collect the debt. C complained to SP over several months and although

eventually a cheque refund was received for the overpayment, C remained unhappy with the level of service C had received.

It was clear to the investigation that C had been incorrectly billed after the account should have closed and also that SP had since provided C with an adequate refund for this. However, despite SP's admissions and proposal, the investigation also found that C had received poor levels of customer service from SP throughout not only in its lack of formal response to the complaint but also for the undue inconvenience and stress caused by the Debt Recovery Agency visit to C's home. Therefore, it was proposed for SP to confirm to C the full closure of the account, provide C with a sincere apology and goodwill payment, ensure that no further demands for payment would be received and also that C's credit history had not been affected by this specific matter.

### **12.15**

C disputed a cancellation charge. SP stated that C had left within the minimum contract period and that the charge was warranted. SP offered a goodwill gesture payment for the failure to reply to letters of complaint sent.

It was concluded that C was accountable for the penalty charge imposed by SP for leaving the agreement within the minimum contract period.

SP was required to maintain its offer of goodwill gesture payment and send a letter of apology

### **12.16**

C complained that after a theft SP maintained disputed charges. SP could find no reason to waive the charges as C had delayed in reporting the matter to it. However, after investigating C's complaint, SP offered a goodwill gesture that would reduce the arrears that had accrued. C understood this was made following an insurance claim, but SP stated this was not the case; as the loss had not been reported, the insurance policy would not make a pay out.

The Ombudsman considered SP had acted within its Terms and Conditions and that the goodwill gesture offered was generous. C was recommended to accept this. SP was recommended to instigate a repayment plan for the arrears if C requested one.

## **14.0 Faults (Equipment)**

### **14.1**

C contacted SP as a handset was initially fault and was to be collected for repair. C says that the handset was not collected. SP acknowledged the inconvenience caused and offered a goodwill credit.

It was concluded that C has been inconvenienced with regards to the delays encountered in SP's repair and collection process and the time spent in contacting the company. This is a service shortfall. However, SP was in no way accountable for any alleged loss of income claimed by C and this was declined.

In full consideration of the facts and issues surrounding C's complaint against SP

SP should offer C a goodwill gesture payment, by cheque and send a letter of apology

## **15.0 Faults (Line)**

### **15.1**

C had fault with SP. C requested compensation but remained dissatisfied with SP's offer. C requested compensation based on the terms and conditions of service when C agreed to service with SP some eleven years earlier. SP said it had offered C compensation and goodwill but these offers were declined.

The Ombudsman said that SP's terms and conditions had changed and SP was only liable to compensate C with daily rental credit. If C had losses then C needs to prove these losses to SP. C had failed to do this. The Ombudsman said that the offer made by SP was reasonable.

### **15.2**

C complained to the SP about loss of the landline service. SP made a temporary repair which failed to last, followed by a delay before a full repair was made. SP offered compensation in line with its Terms and Conditions, but C complained about this failing to fully compensate for the problems experienced.

After reviewing this matter it was concluded SP may not have made all payments due under its compensation scheme. Therefore, it was required to review this point and provide a full written breakdown of its calculation. Poor customer service was also evident, but it was concluded that the goodwill offer previously made by the SP was appropriate. The SP was required to maintain this, in addition to sending a letter of apology.

### **15.3**

C, who was a small business, experienced a loss of service due to SP and following a complaint to SP, it admitted liability for the stipulated period. Sp provided C with the relevant claim form, but as C was a new business, C was unable to supply the necessary information/documentation in order to confirm the loss of business. On this basis, SP made no offer of compensation to C.

The investigation was satisfied that (although it acknowledged the reason why) as C was unable to provide the necessary evidence to indicate the loss of business, no compensatory offer for this could be provided by SP. However, as it was clear that SP had accepted liability for an agreed period, the investigation considered that C would have experienced some detriment to the business. Therefore, it was proposed for SP to offer C a goodwill payment in lieu of this, and also apply a credit for the period C was without the service, but had paid for those services.

## **24.0 Mis-selling**

### **24.1**

C says that SP mis-sold an agreement at the point of sale. SP refuted C's claim. The evidence provided demonstrated that C had been mis-sold the agreement.

SP was required to cancel C's account without penalty, clear the remaining outstanding balance to nil, confirm in writing that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report

It was recommended to SP that a training programme is facilitated for the Sales Advisor in question to reduce any similar occurrences of this nature in the future.

### **24.2**

C had calls with SP and rang to enquire about line rental. C's line rental was transferred and C complained this was not at C's request. C transferred back to the original provider after six weeks. SP added early termination fees to C's bill. C disputed the charge. C wrote to complain but SP maintained the charges and C complained to Otelo.

The Ombudsman considered that the early termination fee was not proportionate to the loss incurred by SP and required SP to recalculate C's bill on the non contract line rental fee and to provide a goodwill credit for the early termination fee.

### **24.3**

C claimed that SP mis-led C at the point of sale regarding charges and savings from a previous supplier. SP refuted the claim.

It was concluded that C's claims of being mis-led at the point of sale by a SP Sales Advisor cannot be corroborated from the evidence provided and the request to be released from the contract without penalty is declined. C was incorrectly set up a wrong tariff and this was a service shortfall. There was no evidence of any other service shortfall in this case.

In full consideration of the facts and issues surrounding C's complaint against SP

SP should offer a goodwill gesture credit and send a letter of apology.

## **28.0 Payments**

### **28.1**

C claimed that they had been advised by the Supplier they could delay making a payment and their line would not be suspended. C's line was suspended and C complained to the Supplier. The Supplier stated that there was no record of the arrangement and due to the length of time the balance was outstanding the arrangement would not have been made. The Supplier stated that C would have to make full payment before the line was reconnected.

The Ombudsman was not presented with any conclusive evidence which confirmed the arrangement C claimed had been made. The Ombudsman considered that the Supplier had provided C with a reasonable level of customer service. The Ombudsman required no further action to be taken by the Supplier.

### **28.2**

C made an overpayment and contacted SP to request a refund. SP accepted the overpayment and also that delays were experienced by C. The evidence showed that a system error was responsible for the delay and highlighted a poor reply to C's contacts by SP.

SP was required to make a goodwill gesture payment to C, send a letter of apology for the service shortfalls highlighted in the report, C was advised to send SP proof of call costs and once validated, SP should make a refund.

## **29.0 Premium Rate Services**

### **29.1**

C had a mobile phone account with SP with a set monthly tariff, but C then received a large bill from SP and upon contacting it, was advised this was due to C having sent and received premium rate text messages. C complained to SP that C had not given any permission for this and had also never utilised the service, but SP maintained the charges were correct.

No itemised billing evidence was provided for investigation, but from the evidence presented, it was satisfied that SP's response in this instance were satisfactory as upon

receiving C's complaint, it provided C with the necessary advice on how to prevent any further such charges from being incurred and also advised C to contact the premium rate regulator. However, the investigation did find that C had received some levels of poor customer service with C having not received a promised call back and, therefore, it was proposed for SP to provide C with a small goodwill credit and apology for this. The investigation recommended to C that C contacted the premium rate regulator regarding a complaint and refund about the charges incurred.

## **33.0 Security**

### **33.1**

C complained that SP took incorrect action when they moved address and failed to provide a service for many weeks. C complained and SP found the fault was with a third party, which not only affected C but their neighbour. SP considered that as the error was mostly of the third party's doing, it should not be held entirely responsible. However, it offered to make a credit for the time its services were not available and pay a goodwill gesture.

The Ombudsman considered the offers from SP were appropriate but required an addition to the goodwill payment as a contribution to C's expenses and an apology for the shortfall in customer service that was attributable to SP.

### **33.2**

C was unable to view bills on line with SP due to a problem with the security certificate. C complained to SP but remained unhappy with SP's response. C complained that as C was receiving paper bills C was no longer getting the monthly discount for online billing. SP said that the problem was still being looked into as a priority. SP apologised for any inconvenience caused.

The Ombudsman said it was a concern that SP had not resolved the problem in five months. The Ombudsman required SP to award a nominal goodwill payment in recognition of the inconvenience caused to C. The Ombudsman also required SP to refund C with missed discount and to ensure that C continued to receive the discount.

## **34.0 Service Transfer**

### **34.1**

C moved premises and was charged for services after the move. SP accepted that the account was not cancelled.

SP was required to confirm in writing to C that the old account is closed with a nil balance, offer a goodwill gesture payment, by cheque which includes costs incurred in contacting the company and service shortfalls and send a letter of apology

### **34.2**

C transferred telephone services to SP and suffered loss of service for long periods of time. C requested compensation. SP made a goodwill offer in a deadlock letter. C rejected the offer and complained to Otelco.

The Ombudsman considered that C's claim was not warranted. No evidence of loss was provided and SP had made a generous offer which the Ombudsman required it to maintain. The Ombudsman also required SP to accept early termination of the contract without penalty.

### **34.3**

C, who was a customer of SP, moved house and transferred C's services too. However, following the house move, C's calls failed to route via SP as normal and instead were routed through the wholesale network provider. C complained to SP but the error continued every month for many months, despite C's ongoing complaints. C eventually cancelled C's payment instruction and although further adhoc payments were made and having been advised by SP that the account would be placed on hold, C then received demands for payment and the account was ceased.

From the information provided for investigation, it was satisfied that SP had provided C with a full re-rate of all the call charges that were routed due to the initial error. However, the investigation found that C had received several shortfalls in customer service from SP, not only in its lack of action in relation to providing C with an update as to the rectification of the fault, but also it failed to place the account on hold when it had confirmed it would do so with C, and also it failed to respond to C's escalated complaint letter. Therefore, it was proposed for SP to confirm the full closure of the account with a zero balance, provide C with a further goodwill payment and sincere apology, and also ensure that C received no further demands for payment and that no information had been placed onto C's credit file as a result.

### **34.4**

C contacted SP to request a transfer of services to new business premises. C agreed to an offer of a Remote Call Forwarding (RCF) facility on the old line C's business had used. When C received the billing C was alarmed because SP had applied an installation fee and charges for the RCF feature. C complained to SP about this but SP maintained the charges. C brought a complaint to the Ombudsman.

The Ombudsman noted that before requesting services from SP C had made enquiries with other SP's about installation and had been advised that an installation charge would be made. The Ombudsman commented that on the balance of probabilities SP would

not have agreed to install the line free of charge. In relation to the RCF facility the Ombudsman pointed out that C was a business person who had entered into a business arrangement. C would have been expected to establish costs before entering into such an agreement and C could not blame SP for C's own shortcomings or omissions.

The Ombudsman was satisfied that the charges were valid and C was responsible for them but the Ombudsman noted that SP had made goodwill gestures to C to reduce the installation fees and the RCF facility charges, and the Ombudsman directed SP to uphold them.

### **34.5**

C transferred C's services to another supplier and sent a cancellation letter to SP but C maintained SP continued to charge and bill C for its services. C complained to SP on a number of occasions but C received no response or explanations, just further demands for payment.

The investigation examined the billing evidence provided and found that the bill containing the charges after C had already transferred away, had already been issued, due to advance charges. Nevertheless, it was clear that SP then applied the correct credits to C's account the next month. The investigation was therefore satisfied that SP's charges and billing was correct. Nevertheless, it was clear that C had received shortfalls in customer service from SP in relation to its poor responses to C's complaint. Therefore, it was proposed for SP to confirm in writing to C the full closure of the account with a zero balance and also provide C with a goodwill payment.