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2.0 Billing

2.1

A TP requested services on the part of C, a vulnerable adult, and in doing so asked that a Premium Rate Service (PRS) call-bar be placed on the account. SP failed to apply the bar and charges for PRS calls appeared on the account. TP complained to SP about this but SP claimed that TP had not asked for the bar. TP maintained that TP had done this and eventually SP accepted this. C wanted SP to withdraw the PRS call charges; to reconnect the line and to provide some form of compensation and SP agreed to do this. However, SP failed to fulfill its part of the bargain, so C complained to the Ombudsman.

The Ombudsman commented that there had been a large number of customer care failures in this case which had caused considerable inconvenience to C and directed SP to make a goodwill gesture to C and to ensure that it completed the promises it had made about withdrawing charges and reconnecting the line.

2.2

C decided to transfer the telephone and broadband service to other service providers, but SP continued to charge C for broadband and sent several bills and letters demanding payment. C queried the outstanding balance owed to SP, but the company failed to address C's concerns. C wrote letters to SP, but only received call backs and no formal written response was sent.

The Ombudsman concluded that SP had not dealt with C's billing query and required SP to revise C's account. As the account was in credit, SP was also required to send this amount to C, together with an additional goodwill payment and a letter of apology. As SP had sent C's account to a debt collection agency, the company was required to remove any defaults placed on C's credit file during the disputed billing period.

2.3

C was a customer of SP and found that C had been incorrectly charged for calls which were supposed to be free under C's tariff. C complained to SP but the error continued for several months. During this period, C also did not receive some bills as SP suspended while the matter was investigated, but this then led to C receiving a bill for a large outstanding balance. C then made a formal complaint to SP but received no response.

For investigation, SP acknowledged the billing error and also that C had received poor levels of customer service throughout, but maintained that a credit refunds for the incorrect charges had already been provided, and it also now proposed to provide C with a refund of the administration fee it had levied, a refund of the calls C made to it and also a further goodwill payment. The investigation welcomed SP's admissions and proposals

and in full consideration, was satisfied this was fair and reasonable recompense. Therefore, it was proposed for SP to confirm to C the credit it had applied to the account in lieu of the incorrect charges, administration charged and also C's calls to it, apply a further goodwill credit and ensure the account was closed without penalty, and also provide C with an apology and confirmation C's credit file had not been affected as a result.

2.4

C received bills which showed high call charges. C disputed the call charges shown on the bill and asked SP for an explanation for them. However, SP failed to answer C's letters so C complained to the Ombudsman.

The Ombudsman inspected call lists SP supplied to her and was satisfied that there was no evidence of duplicate or other incorrect charges. The Ombudsman noted that the reason for the high call charges came about as a result of a system error which resulted in certain call charges being applied to the account late. However, this did not mean that the charges were invalid. C had made the calls and was responsible for the cost incurred.

The Ombudsman did comment that had SP explained the situation to C then C would not have been inconvenienced by writing further letters of complaint. This amounted to a shortfall in customer service and in recognition of it, the Ombudsman directed SP to make a small goodwill gesture to C.

2.5

C claimed that a fault was on a line but that SP recommended that a new telephone should be bought. SP said that testing on the line showed no fault so this was the appropriate advice to give. As no further complaints were made about the line it was accepted that the advice was correct. Complaint was also made that letters had not been answered. This was not accepted as it was shown that a response was sent. A further complaint that duplicate billing was received was denied by SP and as C did not provide any duplicate billing the matter was taken no further. It was accepted that there had been a delay in cancelling the account after a request but it was also accepted that as no other SP had been instructed to take over the line this would leave C in the position of losing the number. When C indicated that this did not matter the line was cancelled and a credit provided for the period that the line had been kept open. This was seen as appropriate.

No further steps were required of SP.

2.6

C complained that SP would not upgrade the telephone line to support broadband. C also complained that SP deliberately sent the bills out late so that C was unable to pay

without incurring a late payment charge. C wrote many letters but SP was unable to provide broadband and C complained to Otelco.

C lived in a rural area and the Ombudsman considered that there was some delay in C receiving post. The Ombudsman accepted that SP sent out the bills in good time and that C was liable for the late payment charges. The Ombudsman also considered that SP could not be required to provide broadband. The Ombudsman did not require SP to take any further action.

2.7

C complained that the SP incorrectly billed them when moving home. C complained and the SP took appropriate steps to correct the errors, but not before there was a mix up over telephone numbers. This was later resolved, but C wanted substantial compensation. This was refused by the SP which offered a more modest amount.

The Ombudsman considered the action taken by the SP was appropriate and recommended C to accept this.

2.8

C disputed high international mobile charges billed by SP. C claimed that the calls had not been made. SP demonstrated that C regularly used the number listed and confirmed that the charges were valid. C believed that the charges had been paid in full much earlier in the year. However, SP explained that charges could be billed some months later, as shown in the terms and conditions of service. C continued to dispute the charges.

The Ombudsman noted that SP had provided an appropriate standard of customer service and that it had responded to C's complaint. Having investigated the charges there was no reason to doubt the validity of the calls. The charges were considered to be correct and action was not required of SP. C was advised to contact SP if a payment plan was preferred to clear the balance.

2.9

C experienced connection problems and incorrect billing. SP offered goodwill to reflect the errors made and inconveniences caused.

It was concluded that C had been inconvenienced with regards to connection problems, billing, and delays by SP. However, it was accepted that SP had addressed C's issues and offered reasonable credits and goodwill. It was acknowledged that C also accepted most of SP's offers initially. SP was required to maintain its offers set out in the report and send a letter of apology.

3.0 Broadband

3.1

C subscribed to SP's broadband service. C was unable to establish a connection. C called SP, but SP could not help with the problem. C returned the equipment SP had sent and asked for the contract to be cancelled. SP ignored C's initial letters. SP did eventually cancel the contract without penalty, but did not inform C. C therefore continued to complain.

The Ombudsman was of the opinion that SP had failed in its duty as a service provider to resolve the problems C had experienced. SP had then provided poor customer service to C. SP was required to ensure that the account was now closed, all charges for the service had been cleared from the account and to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.2

Broadband order was accidentally cancelled when the engineers visit was cancelled at C's request. This created a cease against the broadband order. This cease however was cancelled leaving a pending cancel broadband order. This matter could have been resolved quicker had it been escalated to the correct department, however this was not the case. The Ombudsman concludes SP failed to provide an adequate level of administration and customer service in its handling of this case.

In summary the Ombudsman requires the SP to complete the order for the broadband, Make a goodwill gesture in recognition of the delay, customer service issues and costs incurred; and to issue a formal letter of apology.

3.3

C requested broadband from the SP but the company failed to provision the service. C received many promises that broadband would be activated but this did not happen. C experienced a poor level of customer service.

The Ombudsman was disappointed with the level of service the SP had given to C. It was without doubt that a shortfall in customer service had occurred. The SP was required to cancel the broadband order and make a nominal goodwill payment. The SP was also required to write a letter of apology.

3.4

C was charged for broadband when they should have received it for free. The SP explained that C should have always been paying for broadband but due to an error the charge was not added to the account. C experienced a poor level of customer service.

Although the Ombudsman accepted the SP's explanation, they considered that a shortfall in customer service had occurred. The Ombudsman required the SP to make a goodwill payment and write a letter of apology

3.5

C ordered broadband from SP but the order was cancelled by another SP. SP failed to notify C and when C complained it gave him mis-information. C incurred dial up charges when without broadband and considered SP responsible. C refused to pay his final bill and claimed to have incurred more in dial charges than C owed SP.

The Ombudsman was of the opinion that the final bill was correct as it was for services that C had received from SP. However, the Ombudsman also believed that there had been shortfalls in customer service and required SP to credit C's account with a percentage of the outstanding charge and send him a letter of apology.

3.6

C applied for broadband with SP. For the duration of a 12 month contract and did not receive a service. After 12 months C wrote to complain and cancel. SP continued to bill C after cancellation. After further complaint SP agreed to credit all broadband charges and apply a further credit as goodwill. C agreed but C did not receive the credit and received further bills. In its case file SP offered an additional credit as goodwill.

The Ombudsman was of the opinion that there had been customer service shortfalls. The Ombudsman required SP to maintain its offer but also required it apologise and confirm no adverse information was passed to credit reference agencies as a result the subject matter of this complaint.

3.7

C contacted SP as after entering into an agreement for services, broadband could not get connected. C maintains that incorrect advice was given at the point of sale. SP accepted that the broadband service would not connect. It was concluded that C has been inconvenienced with regards to not being given full advice at the point of sale regarding the availability of a broadband service. It is noted that SP has offered to clear call, line rental and broadband charges and also to confirm that no adverse data has been set against C's Credit File. This offer by SP is considered to be reasonable in the circumstances and reflects C's overall poor experiences to date.

SP was required to maintain its offer to clear C's account to nil, confirm in writing that the account is closed with a nil balance, maintain its offer to confirm in writing 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 received.

3.8

SP credited the broadband charges after the end of term. It was found that SP did not reply to C's contacts or show a level of service normally expected.

SP was required to write to C and confirm the exact end date of the broadband service agreement and charges and credits rose, make a goodwill gesture payment, against any outstanding balance or as a cheque refund if the account is clear, and send a letter of apology

3.9

C experienced broadband faults and complained to the SP. The SP carried out diagnostic checks and resolved the faults. C's service was disconnected due to an outstanding balance. C paid the balance and was told the service would be reactivated. C's payment was not authorised and the service was not reconnected. When C asked why the service was not reconnected the SP failed to advise C on the failed payment and suggested that it was a fault. C experienced a poor level of customer service. The SP made a goodwill offer.

The Ombudsman was of the opinion that the SP had resolved C's faults in an appropriate manner. However, the Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman welcomed the SP's goodwill offer and considered it adequately reflected the shortfall that had occurred. The SP was required to fulfill its goodwill payment and write a letter of apology.

3.10

SP failed to provision the broadband service and the account became stuck in a pre-active state for many months. C actively sought resolution to the complaint to no avail. The Ombudsman concluded had SP taken ownership of this account then the matter might not have become protracted. In summary the Ombudsman required SP to provision the broadband service without generating an installation charge in goodwill; refund all charges relating to the broadband service up to the date of activation; make a further goodwill gesture in acknowledgement of the costs incurred and inconvenience caused; and to issue a formal letter of apology.

3.11

C complained that SP had a Digital Access Carrier System on the line and that broadband could not be obtained because of this. It was confirmed that there was a Digital Access Carrier System on the line and that SP had no obligation to provide a line not using this system. As it is a commercial decision as to whether or not the line would be replaced the Ombudsman could not require SP to change the line. This was because commercial decisions are outside the Ombudsman's remit. It was noted that letters had not been responded to in writing and this was considered poor customer service.

SP was required to provide a letter of apology in respect of the poor customer service experienced and to provide a small goodwill gesture, in the form of a credit, to C's account in respect of this poor customer service.

3.12

C experienced a loss of broadband service. SP acknowledged the delay loss and offered a goodwill gesture to reflect the service loss. C made a claim for third party costs. It was found that C had endured a poor level of service from SP and the award offered was appropriate in the circumstances. SP had no obligation to meet any third party costs.

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

3.13

C signed up for SP's telephone and broadband services. C complained that the broadband service had never worked, despite reporting this to SP on several occasions. C therefore wanted SP to cancel C's account. SP initially refused to do so. C therefore refused to pay for any of the services. SP eventually accepted C's cancellation request. It also cleared the broadband charges from C's account. It continued to insist that C pay for the telephone service. C refused. Therefore, C's account was referred to a debt collection agency.

The Ombudsman was of the opinion that as SP had been unable to assist C with the broadband connection, it was appropriate for it to cancel the service without penalty. However, it was entitled to expect C to pay for the telephone service, which had worked satisfactorily. As C had not done so, SP was entitled to refer the account to a debt collection agency. No further action was required.

5.0 Cancellation

5.1

C moved SP but complains of continuing to being billed and poor customer service. C says moved SP due to poor service and does not want to remain responsible for the early termination fee. SP advises C never advised they were cancelling the service and advises C only every reported one fault which was resolved. SP also stated that monies owing on the account are for the early termination fee and for services used prior to changing providers.

The Ombudsman found that C cancelled without notifying SP and could see no reason why they should not remain responsible for the early termination fee. It was also discovered that C had written on a number of occasions and SP had not responded. SP

was required to apologise for shortfall in customer service and award a goodwill gesture in recognition of this shortfall.

5.2

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

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

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

8.0 Customer Service

8.1

SP failed to cancel an account in a timely manner following receipt of C's request to cancel. SP continued to charge C and the account remained open. The Ombudsman considered this a shortfall in customer service and administration of the account. C complained SP failed to replace a handset during the 14 day cooling off period. The Ombudsman accepts that it was not SP's responsibility to do so and welcomes the actions the company took to help resolve this matter. C complains that SP's failure to issue its monthly invoices on time has caused C to miss out on a cash back deal with the retailer. SP is not responsible for any offer the retailer might make however the Ombudsman accepts that the account was poorly administered and SP failed to issue an invoice required by the retailer.

In summary the Ombudsman requires SP to refund all monies paid to account after the initial cancellation request and ensure the account is closed with a nil balance; make a goodwill gesture payable by cheque; and to provide C with the Subject Access Request application forms.

8.2

C advises they changed SP but was charged by both SP's; old one and their new SP. This has now been resolved but C complains of unanswered letters by new SP. In addition, C requested new SP's Terms and Conditions in large print but has never received them. SP acknowledges there has been a delay in responding to C's letters but advises it has never received a request for its Terms and Conditions to be sent to C in large print.

The Ombudsman found evidence that C had requested SP's Terms and Conditions in large print some months ago and SP's failure to send these to C was considered a shortfall in the service C received. It was also found that C's letters had not been responded to in a timely manner. SP was required to send a copy of its Terms and Condition's in large print and apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

8.3

C ordered a talk and broadband package from SP. The landline service was provided but the broadband service was not connected. C complained to SP, which attempted to resolve the problem. After a significant period C decide to transfer the service to another provider. C's landline service was then lost. C made a further complaint to SP, which provided a call divert service. C's service transferred correctly but C claimed compensation from SP. SP made an offer but C declined and asked for a significant sum.

The Ombudsman noted that the delays experienced by C would have caused concern due to personal issues. However, as SP had attempted to resolve the issues, and provided a call divert service the offer made was considered reasonable. The Ombudsman did note that C had made many calls to SP when the calls were not returned and in light of this a small additional goodwill payment was required.

8.4

C applied for SP's broadband and SP was unable to provide the service due to the nature of the line. SP asked C to reapply later in the year, despite knowing that no improvements were scheduled. C reapplied and SP provided broadband. However, the broadband did not work. C contacted SP and received no response. SP acknowledged poor customer service.

The Ombudsman requires SP to send a full written apology and make a goodwill payment.

11.0 Disconnection

11.1

C failed to pay a telephone bill. SP restricted the service and disconnected the line for non payment. C made a payment and SP restored C's services. C then received a reconnection charge and disputed this. SP maintained the charge. C paid the balance less the disputed charges. SP disconnected C's services and C complained to Otelo.

The Ombudsman considered that SP was entitled to payment of the reconnection fee. However, the Ombudsman was concerned that SP had disconnected the line when the balance outstanding was disputed.

The Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service and to reinstate C's line without charge on payment of the remaining balance.

11.2

C first complained to SP when C was unable to make or receive calls on C's mobile phone. C sent two letters to SP but SP failed to respond to these. C therefore failed to resolve this issue with SP.

The Ombudsman concluded that C had experienced a shortfall in customer service and therefore required SP to issue a letter of apology, to contact C to resolve the issues with the phone and to offer a goodwill payment to reflect the shortfall in customer service.

12.0 Disputed Charges

12.1

C went abroad and made and used a mobile phone to make roaming calls. When C returned home, C was surprised at the charges applied to the account. C complained to SP. SP investigated and maintained the charges. C continued to refuse to meet the outstanding balance so SP cancelled the account and applied an early termination fee for mid-term cancellation. C complained to the Ombudsman.

The Ombudsman commented that the Global System for Mobile Communications encrypts voice communications and charges calls to Unique Subscriber Identity Module Cards (USIM). USIM Cards were unique and were designed to be tamper proof and could not be altered. Invoices C had been sent showed that the charges had been applied to C's telephone number. The Ombudsman was satisfied that the call charges were valid and under the terms and conditions of the agreement, SP was within its right to cancel the account due to non-payment. The Ombudsman concluded that SP need not take any further action.

12.2

C disputed charges on their bill to 0845 and other numbers. SP investigated and found no fault or evidence of tampering with the line. C was not satisfied and asked the Ombudsman to investigate.

The Ombudsman found that there was no evidence to support C's view and no evidence of poor customer service from SP therefore no action was required.

12.3

C complains that they were received GPRS charges on their mobile phone bill which they dispute making. C also complains of unanswered letters. SP advises that C has been incorrectly charged but this has already been credited back to the account. SP acknowledges a shortfall in customer service on the basis this has not been resolved in a more timely manner.

The Ombudsman required SP to confirm in writing that the disputed charges had been credited to the account, apologise for shortfalls in customer service and award a gesture of goodwill in recognition of this.

12.4

C disputed charges applied to the account. SP stated that the charges was correctly raised and for the additional feature.

It was concluded that SP had billed C correctly and had offered a goodwill gesture penalty free cancellation in an attempt to resolve the complaint. This offer was considered reasonable in the circumstances. SP was required to maintain its offer of a penalty free cancellation as a goodwill gesture and send a letter of apology

12.5

C disputed data card charges and on contacting the SP it was concluded they had been generated from C's SIM. In accordance with the terms and conditions of contract the Ombudsman concluded SP correctly maintained the charges.

C complained the account was restricted due to non payment and that eventually the company terminated the agreement and applied a termination fee. The Ombudsman considers the company had not breached its contract and had warned C of the imminent action. The Ombudsman does not consider SP failed to provide an adequate level of customer service.

The Ombudsman noted C's concerns about paying the outstanding balance and required the company to offer C a payment plan.

12.6

C accidentally severed an exposed telephone line. C informed SP who repaired the line. SP sent C a bill for the repair. C disputed the bill as the line was exposed and because C had not been informed of the charges before agreeing to the repair. SP maintained the charges as it believed that C had been made aware of the charges. C sent two letters of complaint to SP but received no response.

The Ombudsman was of the opinion that the exposed line was a contributing factor to the damage. The Ombudsman also believed that it was unlikely that C was made aware of the charges before agreeing to the repair. The Ombudsman required SP to clear the charges and to send C a letter of apology for its failure to respond to two letters.

14.0 Faults (Equipment)

14.1

C took out a new mobile package with SP. SP sent a mobile phone that did not work. Eventually it advised the C that there was physical damage to the handset and C had to buy another. When the second handset was sent to C, it did not work either. The C tried to contact SP but with no response. SP did contact C later to say that C would be held to the contract.

The SP did not supply a case file to the Ombudsman.

The Ombudsman required that the SP terminate the contract without penalty; refund all charges on the new contract and the money for the handset that did not work. The ombudsman also required the SP to provide a written apology and to cease debt collection proceedings, ensuring that C's credit file was not negatively affected.

14.2

C complained that when C had reported a broadband fault to SP, the advice it had provided had damaged C's computer. C had to employ an engineer to repair the machine and wanted SP to reimburse C for the cost of the repair. C also complained that C had experienced several subsequent problems with the broadband connection. SP refused to pay for the repair of the computer but did apply a credit to C's account as a goodwill gesture. C did not feel the amount paid was adequate.

The Ombudsman was not satisfied that there was sufficient evidence to support C's claim that SP's advise had damaged C's computer. It was accepted that C could have resolved C's subsequent connection problems sooner, but it was decided that the credits SP had added to C's account satisfactorily recognised this. No further action was required.

14.3

C complained that SP had damaged a handset when C had sent it for repair. C wanted SP to supply a brand new handset of the highest specification. SP disputed this, stating C was responsible for the damage. However, it did eventually offer a replacement handset of the same model that had been damaged.

Neither party could provide any evidence to show when the damage had been caused. In these circumstances, SP's offer was considered to be reasonable, and SP was required to send the replacement to C.

15.0 Faults (Line)

15.1

C, who was an agent for an estate of properties, complained to SP about the overall level of service being received in the area due to the quality of the network. C received no response and then referred the matter to C's local MP, who also corresponded with SP, but received no response. Eventually, several months later and following a further complaint letter, SP replied apologising for the delayed response and explaining it had since taken action with its network in order to upgrade the local exchange.

From the evidence and information provided for investigation, there were no specifics in relation to the overall quality of service being received. It was also clear that SP had since taken actions to try and resolve this issue. Therefore, it was proposed for SP to provide C with a direct update as to the current situation along with an explanation of the works carried out and also provide C with a direct goodwill payment and apology for the shortfall in customer service received throughout.

15.2

C reported a fault with the telephone line to SP, but there was a lengthy delay before the fault was cleared. C was initially advised that no fault had been found and the problem was with C's own equipment. C purchased a new telephone, but this should not have been necessary. C wrote to SP to complain, but C stated that SP failed to reply.

The Ombudsman concluded that there was evidence that SP had delayed in clearing the fault and that C had received some poor customer service. SP had offered to cover the cost of the telephone and apply a credit equal to a few months line rental and this was considered fair and reasonable in the circumstances. However, the Ombudsman required SP to apply a further credit to C's account for any stress and inconvenience caused. SP was also required to consider a further claim by C that SP had advised C to arrange for an electrician to check the internal wiring, at C's cost. As this was unnecessary, C was advised to supply SP with supporting evidence and on receipt of the information, SP was required to send C a refund to cover any costs incurred.

15.3

C complained that SP had taken an excessive amount of time to resolve a fault on C's line. C also complained that SP had charged C an early termination fee for a broadband service that had never worked, even though SP had initially agreed to waive the fee. C also complained about receiving poor customer service from SP. SP agreed to waive

the broadband connection fee and made an offer to C to recognise the problems C had experienced. C felt the amount offer was inadequate.

The Ombudsman agreed that it had taken SP an excessive amount of time to resolve the problem, and also accepted that C had received poor customer service from SP. However, there was no evidence to suggest that C had asked SP to help resolve the broadband problems or that SP had accepted to allow C to cancel the service. SP's overall offer was considered reasonable and SP was required to implement it.

15.4

C reported a fault to SP. SP advised C of possible charges if fault not found or located in property of C. SP arranged an engineer to look at fault and no fault was found. C wanted a refund of engineering charge.

C supplied satisfactory evidence that they had requested broadband.

The Ombudsman required no further action from the SP in this case.

15.5

SP carried out some work on C's exchange to improve the service, but this led to a prolonged loss of service for C for several weeks. During this period, C was without both landline and broadband services, and even following resolution of the landline fault, the broadband service remained intermittent for some time. C complained to SP during this period and continued this when the fault had been fixed. However, SP did not always respond to C and the request C had made, and C also remained unhappy with the level of recompense that was offered.

From the information provided for investigation, it was clear that C had been without both C's landline and broadband service for several weeks through no fault of C's. Also, even after the fault had been faxed, intermittent problems remained on the broadband service. Although the investigation welcomed SP's attempts to recompense C for this, it was considered that this was not adequate. It was also clear that C had received shortfalls in customer service from SP not only in this regard, but also in its lack of formal responses to the complaint. Therefore, it was proposed for SP to apply a further goodwill credit to C's account and also provide C with a sincere apology for the shortfalls in customer service received.

19.0 Installation

19.1

C agreed to service with SP. C complained that to date SP had not provided service and service had been provided at the incorrect address. C had called SP and sent several

letters but received no response or resolution. SP said it had limited information but proposed to send a letter of apology and award a nominal goodwill payment.

The Ombudsman said that C had received poor customer service from SP as SP had failed to provide service or resolve the problem for eight months. SP had also failed to respond to C's letters. The Ombudsman required SP to arrange to provide service to C, award a nominal goodwill payment and send a letter of apology.

22.0 Internet Connection

22.1

C had supply of broadband with SP. The service had been intermittent and engineers had been unable to rectify the faults.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused and also required the SP to release C from the broadband contract.

22.2

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.

22.3

C had supply of broadband with SP. The service had been intermittent and engineers had been unable to rectify the faults.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused, and also required the SP to release C from the broadband contract.

22.4

C had a broadband, call and line rental package with SP. The broadband never worked and the C cancelled the account and withheld payment. The C wrote to SP complaining of a fault on the line but received no response.

The SP maintained that it had not charged for Broadband and that the charges were payable as they were for line rental but agreed to waive the balance as goodwill.

The Ombudsman considered that the line was not working so the SP should not have charged for it and required that it waive the balance as agreed and provides a goodwill payment and apology for the customer service shortfall.

22.5

C complained that the SP failed to provide a working service. C complained, but the SP did not respond before C decided to stop paying and complain to the Ombudsman. The SP investigated and acknowledged that it should have made C aware sooner that the service was connected. The SP then suspended C's service on more than one occasion, for non-payment. When C paid, it was reinstated. The SP then attempted to resolve C's complaint and offered various goodwill gestures and allowed C to close the contract without a penalty.

The Ombudsman considered there had been poor customer service for C, but the goodwill payments were appropriate. However the SP was required to make an apology for the lack of responses it had made in writing, which was deemed to be poor customer service and may have resolved the complaint sooner.

22.6

C had supply of broadband with SP. The Broadband did not work for a period, followed by a period of intermittent connection. The C made letters of complaint that were not responded to.

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

22.7

C took out a new Broadband package with SP. The C had difficulties with the Broadband service and contacted the SP. The SP advised that its Technical Support team would contact C but it did not do so. The C wrote numerous letters to SP but no call was made to fix the Broadband service.

The C requested all payments to be refunded, release from contract without penalty and compensation for the inconvenience caused.

The Ombudsman required that the SP release C from the contract without penalty and refund all payments. As the C had gained some, though limited, access to Broadband, and did not consider that any further goodwill payment was warranted.

22.8

C took out a new broadband package with SP. C said that on installing the CD sent by the SP, C's computer stopped working. C requested for SP to pay for PC repair.

SP refunded all charges on the account and paid for technicians report but refused to pay for C's computer to be fixed. SP closed account but account has an outstanding balance owed to C.

The Ombudsman did not consider SP responsible for PC repair. It required SP to send C a cheque for balance owed

24.0 Mis-selling

24.1

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

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

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

24.2

C agreed to a service from SP on the basis that C would receive lower bills, but then C found the bills were actually higher and complained to SP that C had been mis-sold. C complained that SP had also changed the service from residential to business and had taken money from C's account without authorisation. SP maintained C had agreed in full to its service and therefore maintained all termination charges.

SP provided call recordings for investigation which clearly confirmed C had agreed in full to the service it was offering. C had also received written documents to confirm this. In relation to the type of service, the information given indicated this was a business agreement and at no stage was C advised it was for residential services. The investigation was satisfied that C had not been mis-sold in this instance and no further actions were required of SP.

25.0 Network Coverage

25.1

C experienced persistent loss of connection with a mobile phone service and complained to SP about this. SP explained that it was experiencing Network problems which it was addressing. C's problems continued for a month and when C contacted SP about them, SP advised C that the problem lay with the handset which should be sent for repair. C refused to accept this and wanted cancellation of the contract. SP refused to C complained to the Ombudsman.

From the available evidence, the Ombudsman was satisfied that SP had rectified the Network problem and it was likely that the continuation of it rested with a handset fault. However, C had refused to send this for examination or repair and had therefore contributed to the ongoing problems. In such circumstances the Ombudsman felt that there were insufficient grounds for C to be allowed to cancel the contract early. However, the ombudsman did accept that C had been inconvenienced by the Network problems for some weeks and concluded that in these circumstances it would be appropriate for SP to make a goodwill gesture to C and directed that this be done.

32.0 Refunds

32.1

C moved house and final bill showed an account credit. C failed to receive this refund from SP and so deducted the credit from current account. C then started to receive bills with a brought forward amount. C sent numerous letters to SP but SP failed to respond or resolve the situation. SP said it could not transfer debits or credits between accounts.

The Ombudsman was concerned that for fourteen months SP had failed to respond or resolve C's complaint. This was viewed as poor customer service. The Ombudsman required SP to refund the account credit, remove all late payment fees and award a nominal goodwill payment.

34.0 Service Transfer

34.1

C received a sales call from SP, and stated it was made clear that a transfer of the telephone line was not required. However, SP then transferred the line anyway and C continued to complain. After a number of calls and letters, SP ensured the line was transferred back to C's original service provider, but C remained unhappy. C then complained to the Ombudsman and requested for an assurance that all charges had been cancelled and that no further contact would be made. SP failed to provide any information.

The Ombudsman accepted C's comments on the balance of probability. On this basis and was disappointed with SP's actions and required SP to send a letter of apology. This was to include confirmation that all remaining charges had been cancelled as well as an assurance that no further bills or contact would be received. The ombudsman also required SP to examine the possibility of removing C's details from its data base. SP was required to send a cheque payment in consideration of any customer issues as a gesture of goodwill.

34.2

C complained that SP did not send bills to C after it started to supply its landline telephone services. SP said that due to technical problems, it had never been able to supply services to C. It admitted that it had failed to communicate this to C.

The Ombudsman was of the opinion that the evidence suggested that SP was supplying services to C. However, as SP was adamant it was not, SP was required to confirm that it would not subsequently expect C to pay any services supplied. SP was required to overcome the technical problems and provide its services to C. SP was also required to make a payment to C to recognise the inconvenience caused.

34.3

C called SP to cancel telephone and broadband service as C wished to take service elsewhere. SP failed to do this, causing C difficulty in taking service with C's chosen SP.

SP had cleared the account.

The Ombudsman required SP to backdate charges to when C requested a transfer of service and also required that the SP make a goodwill payment and written apology to C.

34.4

C's spouse died and C asked SP to transfer services to C's name. SP disconnected the phone for seven days and failed to provide an explanation of the charges on the account following written requests from C for this. C ended up with two accounts. C complained to Otelo.

SP sent a written explanation by special delivery and offered a goodwill credit. The Ombudsman considered that C had received poor customer service causing distress and anxiety and required SP to increase its goodwill offer.

36.0 Tariffs

36.1

C took out a new call plan and line rental with SP. The SP offers a cash incentive to the public if its bills are not cheaper than another SP. C says that SP advised would be eligible for this.

After a period, C wrote to SP with copies of three bills which were not cheaper than C's previous service provider. SP said C was not eligible for cash incentive as package was not covered. SP said that no call recording existed but C had received welcome pack which stated full terms and conditions for the cash incentive scheme.

C wrote again to SP but received no reply.

The Ombudsman considered that C had access to terms and conditions and had been given a chance to cancel service if C was unhappy and required that SP make a goodwill payment and written apology to C for failing to respond to contacts from C.

36.2

C transferred service to SP. SP offered cash sum if the bills were not lower than with C's previous SP.

The C made an application for the cash sum as C considered that C's bills had been higher than with C's previous SP. The SP refused the application and sent the C a letter of deadlock.

The Ombudsman considered that the C had not qualified for the cash sum as the C had miscalculated the bills. However, did consider that the C had not been given a valid explanation by the SP and that the complaint was not resolved in good time and required that the SP make a goodwill payment and written apology to C.

39.0 Text Messaging (SMS)

39.1

C complained that SP had charged C for more than one text message when C wrote more than 160 characters. C also complained that although at the start of the contract, SP had promised to upgrade C's package after six months, SP had failed to do so. C complained that when C complained to SP, SP ignored some of C's correspondence.

The Ombudsman informed C that a text message could only contain a maximum of 160 characters, and as C's handset would have alerted C to when a second text message would be sent, no further action was required for this part of the complaint. Although it was accepted that SP had failed to upgrade the tariff after six months as promised, SP had since upgraded the contract and applied credits to C's account to recognise this. It

was accepted that SP had ignored some of C's communications, and therefore SP was required to apply a credit to C's account as a goodwill gesture and to apologise.