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2.0 Billing

2.1

C says they moved SP but continued to be billed by old SP as well as new one. C also complains of unanswered letters. SP did not provide a case file to the Ombudsman within the required timescales, which means its views, cannot be considered in relation to this complaint.

The Ombudsman required SP to investigate this and if C had been billed after the cancellation request then the bill should be waived. SP was also required to apologise for shortfalls in customer service and award a gesture of goodwill in recognition of this.

2.2

C upgraded the mobile phone contract with SP. C did not receive the text bundle SP had quoted within the package and complained. SP agreed to credit the cost of the text bundle for 12 months. C was not satisfied as C had agreed to an 18 month contract and required credit for 18 months. SP refused and C cancelled. SP offered the additional six months credit and held C to the contract. C complained to Otelo.

SP was unable to provide a call recording, had not sent written confirmation of the upgrade package terms and had confirmed the 18 month contract in an email to C in response to C's complaint. SP had failed to reply to C's letters until C cancelled. SP had then tried to uphold the contract by offering a further credit.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP. The Ombudsman accepted that SP had not provided the contract C had agreed to and that C had effectively cancelled for misrepresentation before SP had agreed to honour the contract.

The Ombudsman required SP to accept early termination without penalty in recognition of the shortfall in customer service and to send a full written apology.

2.3

C, a representative for a business, received a bill for a line that was not associated with the businesses account. An email was sent to dispute this bill but it was not answered. A letter was then sent and again this was not answered. The account was then referred to a debt collection agency without any response to C. In response to the complaint to Otelo SP accepted that the account had been provided in error and confirmed that it was now withdrawn.

SP was required to provide a letter of apology, confirm that it had cancelled the disputed bill and cancelled any debt collection action in relation to the account. SP was also

required to confirm that no damage had been caused to any credit reference file held in relation to C or the business and to provide a goodwill gesture in the form of a credit to the account.

2.4

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

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

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

2.5

C received a larger than usual bill from SP for numerous calls to a number that C maintained C did not recognise and had never dialed. SP investigated the complaint and found the number belonged to an alarm system. SP maintained the charges. C continued to complain and refrained from payment, but to no avail.

The investigation found that although it was probable that C had not manually dialed the calls, it was clear they had been made from C's telephone line and as account holder, it was considered C was responsible for the calls. However, the investigation also looked to see if SP could have prevented any further unnecessary charges. It was clear that C had exceeded C's call credit limit and it was also clear that the disputed calls had increased ten fold from C's previous bill. On this basis, it was considered reasonable for SP to have been alerted to the high call spends at an earlier stage and it was proposed for a goodwill credit to be applied to the account. In addition, although the investigation was satisfied that SP had provided C with written responses to the complaint, other elements of poor customer service were also found. Therefore, it was proposed for SP to apply a goodwill credit to the account to reflect this, confirm any remaining amount to C, provide C with an apology and also ensure that any information passed to a Credit Reference Agency was updated (once full payment had been met).

3.0 Broadband

3.1

C contacted SP on several occasions with technical problems with its services. SP failed to resolve some of the problems and gave C some incorrect technical advice. C complained by email and in writing, but SP failed to reply to C's letters. C requested to

cancel the contract early without incurring any cessation fees and SP agreed with the request.

The Ombudsman concluded that C had received a poor customer service from SP and required SP to cancel the contract as agreed, apply a goodwill credit to C's account and send C a letter of apology.

3.2

C advises that there was a delay in them receiving a MAC and they were still billed by old SP even though service had transferred over to new SP. C also complains of poor customer service. SP acknowledges there was a delay in C receiving a MAC but maintains C has been billed correctly due to an early termination fee.

The Ombudsman found C had been billed correctly but required SP to apologise for shortfalls in customer service and awarded a gesture of goodwill in recognition of this.

3.3

C experienced a loss of telephone and broadband service. SP acknowledged the loss and offered penalty free cancellation and its standard compensation. It was found that C had endured a poor level of service from SP and that an increase in the award offered was reasonable.

SP was required to cancel C's service without penalty, offer a goodwill gesture payment, ensure that any marker is removed as a high priority, offer its standard compensation rate for loss of the telephony and broadband service, confirm in writing that the account is closed and send a letter of apology for the service shortfalls highlighted in the report

3.4

C had a loss of broadband service. SP stated that the loss was a suspension due to non payment. It was found that C failed to meet charges raised and that SP was warranted in suspending the service. But SP did not reply to correspondence sent.

SP was required to make a goodwill gesture payment to C, contact C to ensure that the broadband service is fully functional, and send a letter of apology for the service shortfalls highlighted in the report

3.5

C experienced a fault that led to C's broadband service losing connection. This affected C's business. C complained to SP and received several engineer visits but they confirmed there was no fault with SP's equipment. C employed private engineers and one of them found that the fault was to do with SP. After this, the broadband connection

worked again. Nevertheless, SP offered to provide C with recompense equivalent to one year's rental, but C declined this.

In this instance, the investigation was unable to determine the exact cause of the fault, and it was also clear that SP was under no obligation to provide any recompense for loss of profit, income or business. However, it was clear that SP had accepted some responsibility for the down time as it had offered C recompense of one year's rental. The investigation was satisfied that this offer was fair and reasonable and, therefore, this proposal was retained.

3.6

C says that broadband is intermittent and complains of email problems. C also says has not been called back as requested in the time frame promised. C would like a working service, to be called back as agreed and compensation. SP advised technical issues now resolved and it has provided C with a single point of contact.

The Ombudsman required SP to apologise for missed call backs, awarded a goodwill gesture and required SP to write to C confirming the point of contact that C should call if experiencing technical difficulties.

3.7

C contacted SP to advise of a change of address. C asked if broadband was available at the new property and was advised that it was. It was later discovered that C's line had a device placed on it that allowed it to be split. This prevented C from being able to receive broadband. SP informed C that this device would be removed. C was given conflicting information as to when this work would be carried out and the device was not removed until some time later. SP gave C a credit of the broadband line rental for the time C had been unable to use the service plus some further credits.

The Ombudsman concluded that C had experienced poor customer service and had been given conflicting information however the Ombudsman agreed that the credit already given by SP was sufficient to cover any further inconvenience caused. The Ombudsman required SP to issue C with a letter of apology for the delays in removing the device and the conflicting information given.

3.8

C, who had a talk and broadband package with SP, experienced a loss of service on both C's landline and, as a result, broadband service too. Therefore, C contacted SP about this, but as it was not C's service provider, it advised C to contact them first. However, C was unsure who C's landline service provider was. Therefore, SP advised C to contact the regulator in order to query this, but it appeared that C did not do this and continued to complain to SP.

The investigation found that SP only provided C with its talk and broadband services and at no stage did it provide C with its line rental service. Therefore, it was considered that SP was not in a position to assist C as it would appear the problem lay with C's line rental service provider. On this basis, it was strongly recommended for C to contact the regulator for further assistance. However, the investigation did find that SP did not respond adequately to C's formal written complaints. Therefore, it was proposed to the Ombudsman that SP should place a temporary hold on C's services (as C was clearly unable to access them) and ensure that no service charges were levied for this period, until C confirmed the service provider of the line rental service and resolved any line rental issues. It was also proposed for SP to apply a small goodwill credit to C's account and provide an apology for its lack of formal response to C's complaint.

3.9

C was unable to connect to SP's broadband service. The SP initially failed to provide a password. C was still unable to connect. C employed an engineer to identify the connection problem. SP had provided a broadband service which was incompatible to the line speed. C requested SP to re-grade the line. SP re-graded the line and applied goodwill credits for dial up charges and inconvenience. After seven months C was able to connect but could not set up the email accounts for another month. C complained and requested compensation for engineer's charges and additional broadband charges. C received no reply to letters and complained to Otelo.

The Ombudsman considered that C's claim for the engineer's charges was not warranted. However, the Ombudsman considered that C had received poor customer service and required SP to provide an additional goodwill payment in recognition of the shortfall.

3.10

C signed up for broadband service, but this was not provided by SP despite numerous contacts from C. SP applied a termination fee when C cancelled. The account was later passed onto a Debt Collection Agency. SP apologised for the poor service levels and proposed to clear the termination fee.

The Ombudsman was of the opinion that SP had not taken effective ownership of the complaint and required SP to ensure there was no termination fee levied on the account; to provide an apology for poor customer service levels and in recognition provide goodwill payment; and to provide C with assurance that no adverse information has been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

3.11

C ordered broadband but after the provision was delayed the service did not work. C cancelled the service and had been charged a termination fee.

SP advises charges should stand as C did not allow troubleshooting to take place.

The Ombudsman required SP to make a gesture of goodwill and apologise for any inconvenience this has caused.

3.12

C complained to the SP about incorrect installation dates being provided at the point of sale, in addition to the company failing to provide a working broadband service as part of the combined service agreement. It seemed clear that a number of attempts had been made by C to resolve this matter, although the information provided suggests that the SP had provided the telephone and broadband services separately and not as part of a combined offer. It was established that the SP had failed to provide an adequate level of customer service, failing to respond to C's letters in the process.

C also complained that they were unable to get through on the busy lines, and on review the SP agreed to allow C to cancel the broadband services without penalty as a gesture of goodwill. However due to the doubts surrounding the original offer made, it was concluded that all charges applied to the broadband account should also be cancelled as a gesture of goodwill. In resolution the SP was required to send a letter of apology for the poor customer service provided and make a further goodwill credit to the account in consideration of this point.

3.13

C contacted SP to query the status of the broadband order. SP informed C that the order had been rejected. C was not happy as SP had not informed C of this and C asked to disconnect the service. SP agreed to this and a disconnection request was raised by SP. Due to an error on SP's part, the request was not actioned and C continued to be billed for the service. C complained to SO asking for the money taken via Direct Debit to be refunded. SP promised to close the account and to refund the money however C failed to receive the cheque. SP continued to experience problems disconnecting the service until it was realised that the account was not in the correct status on SP's system. This was amended and the account was closed however C continued to receive demands for payment and the account was later passed to a Debt Collection Agency. SP did later issue C with the refund cheque.

The Ombudsman concluded that SP had made an error and C had experienced a shortfall in customer service. The Ombudsman required SP to issue C with an apology confirming that the account was closed with a nil balance, confirm that all Debt Collection action had been stopped ensuring that this had no effect on C's credit rating, confirm that no further correspondence would be sent and issue C with a goodwill payment to reflect the shortfall in customer service.

3.14

C had a broadband service from SP and was advised that this was to be disconnected. However, as C did not want this and had never requested it, C confirmed this to C and was assured on numerous occasions that the disconnection would not occur. However, C's services were then disconnected anyway for a period of approximately two weeks. C complained to SP and although it acknowledged its error and offered C a rental rebate that was greater than the period C was without service, C declined this.

It was clear to the investigation that SP had incorrectly disconnected C's broadband service and as a result, C was without that service for some time. However, it was also clear that SP had since apologised and offered C a rental rebate that was much greater than the loss of service C had experienced. This was considered to be fair and reasonable and therefore it was proposed for this offer to be retained. Also, the investigation found that despite C having been advised C's services would not be disconnected if payment was withheld due to the dispute, SP again disconnected C. Therefore, it was proposed for SP to provide C with another formal apology for the shortfalls in customer service C had experienced throughout.

3.15

C could not connect to a broadband service. SP accepted the loss of service and agreed to clear all charges for the service. It was found that C did not receive a level of service normally expected.

SP was required to clear C's account balance to nil, confirm that the account is closed in writing, ensure that no adverse data has been sent to any credit reference agencies, make a goodwill gesture payment and send a letter of apology for the service shortfalls highlighted in the report.

3.16

C complained that SP had not supplied the speed of broadband connection promised at the outset of the contract. C also complained that the connection speed dropped significantly after a few months.

The Ombudsman informed C that although SP had given C an indication of what connection speed to expect at the start of the contract, this speed was not guaranteed and that it would not be appropriate to require SP to take action because it discovered that it could only supply a slower connection speed when it activated the service. However, SP's decision to decrease the connection speed after a few months seemed unwarranted – although SP said that C's connection was repeatedly dropping, C had not experienced any problems. SP was required to investigate the possibility of increasing the speed of C's connection. SP was also required to downgrade C to a lower package to reflect the fact that C was not enjoying the speed of connection C was paying for.

3.17

C ordered broadband from SP, but it took six months to provide the service. C complained to SP in writing and contacted SP by telephone on several occasions. However, the SP failed to deal adequately with C's correspondence and complaints.

The Ombudsman concluded that SP had provided a very poor customer service and required SP to apply a goodwill credit to C's account. It was also required to refund all broadband charges for the period C was without the broadband service and send a letter of apology.

3.18

C applied for broadband from SP but was unable to connect. C tried to cancel but was informed that an early termination fee was payable. C was without a broadband service for six months. C wrote to complain and referred the complaint to Otelo.

SP provided a case file but did not provide a copy of the call log. SP agreed that the broadband order had failed but did not provide any explanation for this.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided and required SP to provide a goodwill credit for the distress and out of pocket expenses incurred, to credit the activation fees, and to provide a broadband service as a matter of high priority or to release C from the contract without penalty if C so wished.

5.0 Cancellation

5.1

C responded to advertising by SP for free broadband. C complained on receipt of the first bill as C had been charged for broadband. C telephoned and wrote to complain. SP acknowledged the complaint but failed to respond. SP eventually offered a goodwill payment which C declined. C complained to Otelo.

SP was unable to provide a call recording and agreed to release C from the contract without penalty. The Ombudsman considered there had been a number of shortfalls in customer service. SP had failed to respond to C's prompt complaint when a call recording may have been available. The Ombudsman required SP to increase its goodwill offer in addition to allowing C to cancel without penalty.

5.2

C agreed to receive a telephone and broadband service from SP, but cancelled within the cooling off period. Although the telephone service was transferred away to another service provider and the account was closed. An error occurred on the broadband account. This meant that C continued to receive bills and demands for payment, even

though C had never received the service. C complained to SP over the telephone and in writing, but it took SP months to cancel the account.

The Ombudsman concluded that C had received a very poor customer service from SP and required the company to send C a goodwill payment, a letter of apology and an assurance that any defaults had been removed from C's credit file.

5.3

C had agreed to transfer to SP's network through a third party retailer but, within days of the transfer, asked for it to be returned to the previous network. C considered that SP had delayed doing this and that its advisers had given misleading advice in response to complaints made. C claimed that no payment was owed to SP as the decision to revert had been made within the 'cooling off period'. C wanted SP to refund any charges made, to reimburse telephone costs incurred in getting the matter resolved, and to pay compensation for the stress involved. In an effort to resolve the matter, SP had offered to refund the charges, reimburse the costs claimed and had also offered a goodwill payment. C was unhappy with the amount offered and asked for an apology, a suitable payment to cover all costs and a commitment by SP to address any staff training issues identified by the complaint.

The Ombudsman decided that SP had already offered an apology as part of the offer which had been made and decided that the offer had been a reasonable one and required SP to reinstate it. The Ombudsman also asked SP to bear in mind the points about staff training in any relevant review.

8.0 Customer Service

8.1

C had been a customer of SP but was nearing the end of the contract. C was leaving the service and requested SP unlocked C's handset, so this could be used with another provider. C paid SP the required administration fee but SP failed to unlock the handset. C was referred to the manufacturer but again to no avail. C then proceeded to contact SP and received conflicting information over whether or not C would receive a replacement handset, which was unlocked. C eventually complained to SP in writing, but received no response.

For investigation, SP acknowledged that it had failed to adhere to its full process in this regard. SP proposed to now provide C with an unlocked handset of the same specification, and also provide C with a goodwill payment and apology. Taking into account the fact that SP had already refunded C the initial administration charge (and on the basis that SP would not charge this again) the investigation was satisfied this action was fair and reasonable. However, although SP refuted having received a complaint letter from C, the evidence confirmed that the letter was delivered to SP's offices and, therefore, it was considered that SP had received that letter and it was a shortfall in

customer service that C had received no response. On this basis, the investigation considered an increase to the proposed goodwill payment was warranted.

8.2

C complained that the SP did not observe the contract that had been agreed. C expected monthly billing but the SP failed to adhere to this arrangement. C then transferred to a new service provider and the SP applied a termination fee. The SP investigated the Otelco complaint and accepted there had been some misunderstandings. It offered an apology and a goodwill payment.

The Ombudsman decided there had been a lack of communication by both parties, but that the motives for each were understandable. The SP was required to send a letter of apology for any confusion and improve the suggested goodwill payment by reducing the termination fee.

8.3

C asked SP for details of its upgrade offer on several occasions. SP confirmed its current offers each time but C declined. C then claimed that an offer had been made which would clear a significant outstanding balance. SP claimed that such an offer had not been made. C complained that SP's advisors were rude and wanted the balance cleared and an apology. C also complained that SP had referred the account for debt recovery.

The Ombudsman noted that C had called SP on many occasions asking for details of the most up to date deals. None of these deals included cash back and SP confirmed that it never offered cash back. There was no evidence that SP's advisors had ever dealt with the calls from C less than satisfactorily and it was considered reasonable that the account had been passed for debt collection given that C had refused payment but continued to sue the service. The Ombudsman required SP to honour the goodwill credit that it had previously offered, but also commented that no action would have been required of SP had it not already made the offer.

8.4

C states SP failed to cancel the contract when asked and continued to generate bills. C claims the services were not transferred to SP's provision and complains of poor customer service. The Ombudsman found no evidence to support C's double billing complaint and further action is required.

In summary Ombudsman requires SP to investigate the double billing issue on receipt of copy bills and if it is found duplicate charges have been generated then provide a refund in goodwill. Then maintain the outstanding balance on the account if the charges are found to be accurate but maintaining the goodwill gesture previously offered and on receipt of the balance of account mark C's credit history as satisfied.

8.5

C complained that SP failed to provide C with a copy of C's contract. C sent several letters to SP but received no response. SP said it no longer sent out a written copy of the agreed contract but did send out an acknowledgement. SP admitted that it had failed to explain this to C or respond in full to C's letters.

The Ombudsman was concerned that SP failed to provide C with an explanation for such a lengthy period of time and this was viewed as poor customer service. The Ombudsman required SP to award a nominal goodwill payment, send C a copy of the acknowledgement and terms and conditions and to also send a written apology

11.0 Disconnection

11.1

The SP offered C an unlimited email service. The SP discovered that Chad set up multiple email addresses which went against the spirit of the offer. The SP quoted its Terms and Conditions that it could cease a service and cancelled C's service. C disputed this and requested the service to be reinstated. The SP said the email addresses set up by C had potential of misuse and could go against the intellectual property rights of branded company's. The SP refunded the fees paid by C.

The Ombudsman considered that the SP had applied its Terms and Conditions correctly. The Ombudsman required no further action to be taken by the SP.

12.0 Disputed Charges

12.1

C cancelled a mobile phone contract with SP. Later on in the complaints process the C received a final demand and realised that the SP had not cancelled the service.

The SP said that it never received the letter and insisted that the C pay for the full charges unless the C could provide proof of payment. C had since paid all the charges as debt collection became involved but wanted a full refund.

The Ombudsman required that the SP refund half of the charges between C sending letter and the service disconnecting.

12.2

C received a bill from SP containing calls which C disputed. The C says that the calls had not been made on C's telephone.

Since the complaint was filed the SP says that it has credited the cost of the calls as a goodwill gesture but C says it has not done so.

The Ombudsman could see no reason to doubt that the calls had been made from C's property. The Ombudsman required that the SP make the goodwill payment it had promised to C. If the credit had been made, the SP were to send C a statement to prove this.

12.3

C disputed the bill on a line C had recently taken over as the bill was higher than that previously paid and yet on the same tariff. SP asked C to call for an explanation, C called but after a lengthy wait was disconnected before getting the explanation. C continued to complain. SP made a goodwill credit to the account.

The Ombudsman decided that the goodwill gesture was adequate financial recompense but that a letter of apology for delays was appropriate.

12.4

C received a letter from SP saying three levels of broadband package could be ordered. C telephoned SP and claimed to have agreed a set-up fee for the free option. However, C was charged for the package and then informed that the free option was not available at the time. C claimed that this had not been the deal but SP insisted that the situation had been fully explained during the original call and undertook to transfer C to its free package as soon as it was available. C claimed that this had not been done as soon as it could have been and that when the service was eventually transferred, it did not work properly. C wanted all the money taken for the chargeable package to be refunded.

The Ombudsman agreed with C that the letter from SP had provided a special telephone number and personalised code for C to place an order for its broadband service. The set-up fee paid was the one quoted for the free service and C had raised the issue as soon as a charge appeared on the monthly bill from SP. The Ombudsman was satisfied that SP had understood that the order was for the free option. However, C had indicated that the speed of the free service would have been insufficient, so the Ombudsman required SP to refund the difference between what C had been charged and what the costs would have been for the mid level package offered.

12.5

C disputed charges made for premium rate calls claiming that these had been made when no one was at home or when everyone was asleep. C also claimed that a call barring facility prevented such calls being made. SP had investigated the claims and had found its call monitoring equipment had been working correctly and insisted the

charges were correct. SP pointed out that the call barring facility was customer controlled and could be taken off and reset by means of a PIN, so paying for the facility did not mean that the disputed calls could not have been made. C wanted the charges cancelled and compensation for the costs incurred.

The Ombudsman decided that SP had thoroughly investigated C's complaint and that C had not provided any information which showed that the calls could not have been made. The Ombudsman decided that the charges were correct.

12.6

C complained that the SP maintained billing after an account should have been closed. C provided evidence that they had contacted the SP for an end date and that they had written to the SP to cancel the contract. The SP stated C had agreed to a new contract period and that a termination fee was payable.

The Ombudsman considered the SP had not provided sufficient proof that a new contract was valid. It was required to cancel the penalty fee as a goodwill gesture and confirm in writing that C's credit reference had not been affected.

12.7

C complained that SP applied a charge for a repair when they had been assured it would be free. C complained and SP stated the engineer had spoken to a member of staff and confirmed other work was needed, for which a charge would be made.

The Ombudsman considered that the disputed charge related to additional work that was not previously foreseen, but which was necessary. No further action was deemed necessary.

12.8

C complained about call charges to premium rate services on the telephone bill. C complained and SP maintained the charges. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman considered that there was some shortfall in the customer service provided by SP in that it had issued a standard letter without inserting the relevant details. The Ombudsman considered that the calls had been made from C's telephone and that C as the account holder was responsible for the charges.

The Ombudsman required SP to provide a goodwill credit in recognition of the shortfall in customer service.

12.9

C received a large invoice from SP mainly for calls to mobile phones [C's teenage son] and C contacted SP to discuss options to reduce cost of bills. SP applied a call bar. When C received next invoice, it contained many charges to a directory service. C acknowledged that C's son had made these calls but maintained that SP should have told C that the bar could be over-riden. SP had supplied C with information about the bar and the way it could be applied.

The Ombudsman required no further action from SP.

12.10

C experienced a fault with a main socket in business premises. C reported the fault and SP sent out an Engineer who replaced the main socket. SP applied charges to C's account for the visit and C complained that the charges were inappropriate. SP maintained the charges so C complained to the Ombudsman.

The Ombudsman noted that SP's Pricing List stated that charges would apply for an Engineer's visit and could find nothing to suggest that the charges were not valid and therefore the Ombudsman concluded that the SP need not take any further action.

12.11

C says they were charged an engineering call out fee. C disputes this as says they were not pre warned of the charge and complains of poor customer service. SP advises the charge is correct and advises C has already been awarded a goodwill gesture in recognition of the problems they experienced.

The Ombudsman found SP had not warned C of the possible charges and was required to refund them. It was also found that the goodwill gesture SP had given to C was a rental rebate for downtime with the service. It was found that there had been a significant delay in responding to C's query and SP was required to apologise to C for this shortfall and make award a further gesture of goodwill in recognition of this.

12.12

C complained that WAP charges had been added to an account when C's handset was not capable of accessing internet services. SP indicated that this was not the case and that the handset used could access the internet up until the settings being changed at C's request. The disputed charges pre-dated this change to the handset. C claimed that the charges should not be payable. An analysis of the account showed that usage had been made of the handset immediately before the internet had been accessed on one occasion and shortly before it on other occasions. This usage had not been challenged. On the balance of probabilities it was found that the internet had been accessed on the handset and that C would be held responsible for the charges. A small error was noted in relation to the sequential numbering of the statements and this was considered poor customer service.

SP was required to provide a letter in respect of the poor customer service identified and to provide a small goodwill gesture in the form of a credit to the account.

12.13

C disputed internet charges on the account and said they were meant to have free usage. The SP explained that C had limited free usage, which was not given and a credit was raised for this. The SP explained that C had connected their mobile to their laptop and therefore the size of the download was larger and incurred a higher cost. C experienced a poor level of customer service.

The Ombudsman was satisfied that C had been charged correctly for internet usage. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

12.14

C disputed charges raised on the account. SP stated that the charges were for credits overpaid to C's account. It was found that SP had charged C correctly but not replied to correspondence sent.

SP was required to send C a goodwill gesture payment by cheque, send an amended bill as promised, and if unable to do so a breakdown of the charges raised on the invoice and send a apology for the service shortfalls highlighted in the report

12.15

C noticed that SP had been adding a charge for renting a telephone that C stated had never been requested. C complained to SP, as C believed that SP had added the charge for many years. SP did apply a credit to C's account for a certain period of time, but did not consider any further refund was due, as C had failed to inform SP before. C wrote several letters to SP and although C did receive replies from SP, some letters were not answered.

The Ombudsman concluded that SP was not obliged to provide C with a further refund, as C's claim could not be substantiated and the onus was on C to inform SP within a reasonable time scale. The Ombudsman did consider that there was evidence that there had been some customer service issues and required SP to provide C with a small goodwill credit and a letter of apology for any inconvenience caused.

14.0 Faults (Equipment)

14.1

C says they took their mobile handset in to be repaired and when they received it back it was damaged. The handset was sent off to be repaired again and six months later C still has not received the repaired handset back. C has taken out a mobile phone contract with another company meanwhile and would like the contract with original SP cancelled without penalty. SP advises it is happy to send out the handset with a new battery to C.

The Ombudsman found that C had made numerous contacts with SP chasing up the whereabouts of their mobile phone to no avail. SP had made no attempt to chase this up with the manufacturers to where C's phone had been sent to. It was found that this had taken an unduly length of time to resolve and SP was required to apologise for the inconvenience this had caused and release C from contract without penalty.

14.2

C purchased a broadband package from SP which organised an engineer's visit to install it. Following the visit C did not use the service for several days and when C did it did not work properly. C complained to SP which said that it was because there the laptop was incompatible. C said that the engineer should have identified the problem and not said that the installation was complete when it was not. SP held C to an 18 month contract. SP failed to provide a case file so its views could not be considered.

The Ombudsman decided, in the absence of any information from SP, that if the laptop was incompatible the engineer should not have lead C to believe the installation was complete. The onus is on C to check the PC has the correct requirements so the charge for the engineers visit should remain but the contract cancelled without any early termination fee.

14.3

C had telephone and Broadband service with SP. There was a fault and the C had loss of both services for a period. The C incurred business expenses that the C wished SP to reimburse for.

The SP stated that it could not reimburse the costs as the C had a residential service. The SP did offer a goodwill payment to C.

The Ombudsman did not require the SP to reimburse charges as they did not consider it was required to do so for a residential service. However the Ombudsman did require that the SP maintain its offer of a goodwill payment and to make a written apology to C

14.4

C complained that a telephony system had not worked satisfactorily since SP had installed it. The problem centered on a gateway product that had been purchased by C

from SP on a long term leasing arrangement but which C claimed was incompatible with the rest of the system. SP had made efforts to resolve the issues but had not been successful. C had refused to make any further payments until the system was working satisfactorily. SP claimed to have offered compromises but C claimed not to have received these. C wanted the problem fixed or to be released from the contract without penalty.

The Ombudsman found that the system had not worked properly. However, SP had sent a further proposal with its submission which outlined a plan which put C in the equivalent position to the one which would have applied if the component had worked satisfactorily. Given that SP undertook to continue the lower level of charges throughout the term of the contract, the Ombudsman decided that the offer made by SP was reasonable.

14.5

C received an upgrade mobile phone handset and in the process of transferring data to it, lost contact information held in the Subscriber Identity Module Card (SIM Card). C complained to SP that the handset was faulty and then sent it to SP for repair. During the repair process the phone software was reset so information on the SIM Card was lost. C claimed that the losses of the data brought about a demotion in work and C wanted compensation for this.

The Ombudsman commented that under the Terms and Conditions of the Agreement SP had no responsibility to compensate C for any financial losses. The Ombudsman also commented that SP had advised C that the repair process may cause loss of data. C did not take steps to back the data up and SP could not be held responsible for this. The Ombudsman concluded that SP had no responsibility to compensate C for any detriment to C's position of work and SP need not take any action about the complaint.

15.0 Faults (Line)

15.1

C experienced a broadband fault which took the SP several months to resolve. C requested compensation. The SP made a goodwill offer which C declined. C experienced a poor level of customer service.

The Ombudsman considered that the SP had assisted C with their fault but a shortfall in customer service has occurred. The Ombudsman found the SP's goodwill offer to be reasonable and it was required to implement its offer. The SP was also required to write a letter of apology.

15.2

C experienced a fault when they transferred to the SP. The SP was unable to resolve the fault and C transferred to an alternative provider. C experienced a poor level of customer service. The SP made a goodwill offer which C declined.

The Ombudsman was concerned that the SP had been unable to resolve C's fault. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to fulfill its goodwill offer and refund all service charges incurred by C. The SP was also required to write a letter of apology.

15.3

C suffered a loss of service after a complicated Local Loop Unbundling exercise. After the loss of service was resolved C requested compensation and was offered a goodwill gesture. C requested considerably more and SP refused to provide the requested amount. C referred the issue to the Ombudsman. SP asked C to justify the claim and C refused to. The offer made by SP was considered reasonable and it was noted that C did not provide any further justification for the claim.

SP was required to provide its goodwill gesture offer.

15.4

C had supply of a business line with SP. The C's line was disconnected and the C wished to claim for business losses.

The Ombudsman required no further action from the SP. The Ombudsman was satisfied that, as the SP had restored service within 24 hours, it had no liability to compensate C under the terms of the existing agreement.

19.0 Installation

19.1

C agreed to a telephone system and services from SP via a salesman. However, C experienced delays in the installation and then also contested several parts of the agreement once the system was in place. C disputed the contract term, the telephone system requirements and also some costs. SP maintained that C had not been mis-sold but did offer C some forms of recompense in an attempt to resolve the matter.

In this instance it was difficult for the investigation to establish any mis-selling as it was a face-to-face sale where any pre-contractual discussions were oral. However, a sales order form had been provided which confirmed the contract length was correct and there was also little evidence to confirm any other mis-selling. In this instance, the investigation was satisfied that although there were some forms of poor customer serviced, SP had taken appropriate efforts to try and resolve the matter, and had offered

fair and reasonable recompense to C. Therefore, it was proposed that SP retain its previous offers to C.

22.0 Internet Connection

22.1

C had an email contract with the SP. The SP withdrew the service and says it sent emails to all its customers offering alternative arrangements. C said did not receive email. C sent letters of complaint but SP did not reply.

The Ombudsman was satisfied that SP had taken steps to advise its customers. SP was required to send a written apology and apply goodwill payment to C for failure to respond to letters of complaint.

22.2

C complained that the SP failed to provide the service that was agreed. The SP took some steps to provide the service, but they were merely repeats of actions that were unsuccessful. C maintained payments to the SP, which agreed following an investigation to refund C.

The Ombudsman considered there had been a marked shortfall in customer service for C and required the SP to make an apology for the poor customer service and for the lack of written responses and call backs. It was required to provide a goodwill payment and ensure no adverse information was held against C's credit reference.

22.3

C had supply of Broadband, calls and line rental with SP. The Broadband was not supplied for a long period of time, causing the C to continue paying for Broadband through C's previous provider. The C has experienced intermittent faults with the Broadband since it was supplied.

The Ombudsman required that the SP make a contribution towards C's Broadband costs and release C from the contract without penalty. The SP was also required to make a goodwill payment and written apology for the delay in supplying the Broadband.

22.4

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

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

22.5

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

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

23.0 Itemisation

23.1

C signed up for SP's telephone bill. When C received the first bill from SP, C discovered that only some calls had been itemised. C called SP and asked for fully itemised bills. SP started sending fully itemised bills. It then suddenly started sending partly itemised bills. C complained. SP failed to start sending fully itemised bills again.

The Ombudsman considered that SP's decision to revert back to partial bills, and its failure to respond to C's further requests for fully itemised bills, constituted poor customer service. SP was required to send C fully itemised bills for the period since the account was set up and to ensure fully itemised bills were sent in the future. SP was also required to apologise and to add a credit to C's account as a goodwill gesture.

24.0 Mis-selling

24.1

C took up a mobile phone contract with a new SP. C unhappy as wanted to keep same number as when with previous SP but problems with migrating the number. Also C says was mis advised over calls available under free minutes which incurred C running up a bill of premium rate text numbers. C wanted to cancel with SP but being held to term. C disputing this on basis was mis advised and mobile never worked. SP advises C will be held to contract as up to C to provide them with a PAC code. Also SP advises C liable for premium rate text calls. SP admits to delay in responding to correspondence.

The Ombudsman's required a letter of apology be sent to C and award a goodwill gesture. Also to maintain its offer of connecting Ms Barker if a valid PAC code is provided.

24.2

C claimed to have been mis-sold a contract as SP promised free line rental for three years. SP claimed it was only for one year. The Ombudsman found that the contract did advise C that the line rental was free for only one year, but the Ombudsman found that this could have made clearer in the documents. SP advised that it had already taken steps to make its documents much clearer in the future. The Ombudsman recommended C to accept SP's goodwill gesture and required SP to provide an apology for poor service and in recognition award a further goodwill payment.

24.3

C agreed to a mobile telephone contract for eighteen months. C complained that an agreement had been made for nine months half price line rental with SP's agent in a shop. SP sent the first bill showing six months half price line rental and so C telephoned to query this. C was advised to contact the store. SP continued to show the six months line rental and C continued to dispute this. SP tried to contact the store without success for confirmation as it would not honour the offer without proof. C wrote, telephoned and emailed SP and responses confirmed that the further half price line rental would not be given without proof. C then stopped making payments and debt collection commenced. C complained to the Ombudsman.

The Ombudsman considered that C had agreed to the contract with SP's agent and that it should honour any agreement made. C was of the belief that the agreement included the nine months half price line rental and had contacted SP promptly to query the failure to show this on the bill. C also stated that an email had been sent from the store to SP but this email was not obvious within the supporting documents. The Ombudsman considered that SP had responded to the complaint and had been consistent. It was to make a goodwill payment to the account and credit the full half price line rental as agreed between C and its agent. Confirmation that C's credit status had not been affected was also to be given in writing.

28.0 Payments

28.1

C complained that SP increased the payment amount. When C queried this with SP a sump sum credit was applied to ensure the promotion offer could be maintained. C complained and wanted a monthly amount to be taken from the bank account. SP advised its system could not manage this due to limitations. C claimed breach of contract.

The Ombudsman was of the opinion that it was for the courts to decide whether there had been a breach of contract, but on the face of it there had been no breach on SP's part since C was being charged the same amount and had not suffered detriment. Nevertheless, the Ombudsman acknowledged that C may have been inconvenienced by the matter and therefore required SP to apply a credit as a goodwill gesture for the inconvenience.

29.0 Premium Rate Services

29.1

C disputed call charges to a Premium Rate Service. SP maintained the charges and advised this was for a TV programme. C made further complaints and SP issued a deadlock letter. C complained to Otelo.

The Ombudsman accepted that C was responsible for the call charges. SP had applied PRS call barring to the account and had responded promptly to the complaint. However, the Ombudsman considered that SP had informed C in error that calls had been made to this number on previous occasions and therefore required SP to make a small goodwill gesture in recognition of this shortfall in customer service.

32.0 Refunds

32.1

C had a mobile contract with SP and was promised a credit on C's account. In spite of numerous written contacts and telephone calls from C, the SP did not supply the credit.

The Ombudsman required that the SP place the credit as agreed. The Ombudsman also required the SP to make a goodwill payment and written apology to C for the shortfall in customer service.

33.0 Security

33.1

C complained that SP had cancelled C's account without authorisation. SP informed C that someone had asked SP to cancel C's account. C complained that SP had allowed someone to cancel C's account without penalty. SP stated that the person who had

asked for the account to be cancelled had passed SP's security procedures. SP made an offer of a goodwill payment to recognise this. C felt it was inadequate.

The Ombudsman accepted that SP had allowed an unauthorised third party to cancel C's account, and C had been caused distress and inconvenience as a result. It was decided that SP's offer to recognise this was inadequate and SP was required to pay a higher amount. It was also recommending that SP considered to investigate C's claims that a third party representative had been the person who had arranged for the account to be cancelled without penalty.

33.2

C received an unsolicited letter from SP advising him that a request for online billing had been returned undelivered. C sent a letter of complaint to SP explaining that C had not requested such billing and requesting how the letter had come about. SP did not respond to C's letter which caused C to send further letters and make direct calls to it. C complained to the Ombudsman.

Following C's complaint to the Ombudsman SP responded to C's letters of complaint and explained that due to a system fault the online billing letter had been sent in error and it apologised for this.

The Ombudsman was satisfied with the explanation SP had given to C but commented that this should have been provided much earlier. C had been further inconvenienced. To address this shortfall in customer service the Ombudsman directed SP to make a small goodwill gesture to C and to send C a further letter of apology.

33.3

C complained they had an on-going problem with an account, due to a security threat. The SP stated the problem affected all its users, but should not have affected the security of personal details. C also complained of poor customer service.

The Ombudsman could find no grounds for C's complaint, but accepted there had been a shortfall in customer service. The SP was required to make an apology for the perceived shortfall.

34.0 Service Transfer

34.1

C changed C's landline contract with SP from a business account to a residential account. At the same time, C ordered SP's broadband service. SP added broadband to C's business account and was subsequently cancelled when the account changed to a residential basis. This prevented C from receiving broadband until the problem was

identified. When SP activated broadband, it failed to supply a Voice Over Internet Protocol (VOIP) telephone number. C complained to SP, asking the company to cover the costs C had incurred and an additional amount to recognise the inconvenience caused. SP agreed and applied a credit to C's account. C did not feel the credit adequately recognized the inconvenience C was caused.

The Ombudsman was of the opinion that the payment SP had made was reasonable and did not require it to make a further payment. SP was required to provide a VOIP telephone number to C.

38.0 Terms and Conditions of Contract

38.1

Case Summary

C says that SP set C up on a mobile pack without consent from C. C wanted SP to cancel the contract and refund all charges.

The SP says that C did contact it to order the mobile service and it sent confirmation to C. It advises that C used the mobile phone and, by doing so, accepted the contract.

The Ombudsman considered that, by using the mobile phone, C had accepted the contract and required no further action from SP.

38.2

C complained that SP had not informed C that there was a minimum term to the contract C had agreed for SP to supply its landline services. C therefore was of the opinion that C should be permitted to cancel the contract without penalty. SP submitted a recording of the original sales call which it stated demonstrated that C was made aware of the minimum term of the contract. As C had cancelled the contract, SP felt C should have to pay the termination fee it had levied.

The Ombudsman listened to the recording and concluded that C had been warned about the both the minimum term of the contract and the termination fee. As C had apparently decided to cancel C's contract without obtaining an agreement with SP to waive the termination fee, it was decided that SP was entitled to expect C to pay it. No further action was required.