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2.0 Billing

2.1

C complained about e-billing and questioned its security. C also requested no advertising material or calls and wanted separate notification of changes to the Terms and Conditions. C cancelled the Direct Debit and refused to pay until C received an adequate response to the complaint. C's services were disconnected. SP sent a deadlock letter and C complained to Otelio.

The Ombudsman considered that C had a duty to pay the bills as the amount was not disputed. Therefore the Ombudsman did not consider a claim for compensation for the disconnection was warranted. The Ombudsman was satisfied that SP had responded adequately to C's questions about security and notice of changes to Terms and Conditions. SP had also stopped all advertising literature and calls to C. However, the Ombudsman considered that there was some shortfall in the customer service provided by SP in failing to make promised call backs and required a goodwill credit in recognition of this shortfall.

2.2

C was unhappy as when mobile contract was up for renewal SP changed C to another contract. C cancelled phone contract and did not pay the bill. A few years later C discovered this had gone to debt collection. C wanted an apology for the original lack of ownership and errors and compensation for time taking in dealing with the complaint. SP advised the tariff changed as the tariff C was on was for 12 months only. SP already offered an apology and an offer of goodwill. SP also wavered bill and removed any adverse credit rating.

The Ombudsman required SP to maintain its offer of goodwill.

2.3

C was a previous customer of SP for its landline services but then C transferred away and received a larger bill containing a specific reconciliation charge. C disputed this with SP and it explained that due to the tariff C was on, if the committed call spend was not met within a 12 month period, such a fee would apply. C disputed ever agreeing to this but SP maintained the charges and the matter reached deadlock.

From the evidence provided for investigation, it was unable to conclusively determine exactly what tariff was agreed and/or discussed between the two parties initially, particularly as this was several years ago. However, evidence had been provided to suggest that C had been made aware of this particular tariff as C had benefited from it for the previous years (as the committed call spend had been met which resulted in an overall reduction of charges) and also it was highlighted on C's bills. In this instance, the

investigation saw no reason to say why the reconciliation charge was not correct. However, in line with SP's previous offer to C, it was proposed for SP to recalculate the bill at the standard tariff to bring down the charges. Yet, if this did not bring down the charges, this should not be implemented. Written confirmation was required for C, either way.

2.4

Having signed-up for telephony services with SP, C did not receive a bill for many months. C became increasingly concerned about the charges and how C was going to pay the outstanding balance when notification of it arrived. C repeatedly asked SP to provide an invoice but it failed to do so, so C complained to the Ombudsman.

The Ombudsman noted that the problem with the account had arisen from a technical issue and commented that there was no end in sight for it to be resolved. The Ombudsman saw that SP had made a goodwill gesture to C about crediting line rental charges and the Ombudsman noted that C's call charges were extremely low over a seven month period.

The Ombudsman felt that the solution to the problem was simple. Taking into account the goodwill gesture SP had made about the line rental, the low call charges on the account and C's wish to transfer to another service provider, SP should credit all charges applied to the account and close it. The Ombudsman directed SP to do this.

2.5

C entered into a minimum term contract with SP. The contract allowed for a free call allowance provided bills were paid promptly. However, C was unable to meet the conditions of the contract because SP did not send C the bills in sufficient time to enable C to make prompt payment. C complained about this to SP and although SP acknowledged that there had been a problem which it had resolved, C continued to receive late and incorrect bills. C complained to the Ombudsman.

The Ombudsman was satisfied that it was SP's delays in sending out the bills which was causing a financial penalty to C. SP had had ample opportunity to resolve the problem but had not done so. The Ombudsman concluded that C had sufficient grounds to ask SP to cancel the contract mid-term without penalty and directed SP to carry this out.

3.0 Broadband

3.1

C advises their broadband service has not worked for several months. They have made numerous calls and sent letters to which they have not received a response to. SP

advises that it did not respond to C's letters and acknowledges this could have been resolved earlier.

The Ombudsman found that C had made contact with SP but then did not contact it again for a few months. C had requested the service be cancelled which did not happen until three months after it had been requested. SP was required to refund C any rental that had been paid during this period. SP was required to apologise for not responding to C's letters which were considered a shortfall in the service C had experienced and arrange a gesture of goodwill in recognition of this shortfall.

3.2

C agreed to SP's broadband service but did not receive the modem and installation disc for one month. Once received the disc did not work. To date C has not received a replacement and has been unable to connect. C requested cancellation without penalty and a full refund. SP said that C had called as C was unable to install the service. SP said that C was advised to contact PC manufacturer but it could not say if C had done this. SP said it had sent many discs to C and could not explain why these had not been received. SP said it had advised C to download the information from its web site.

The Ombudsman said it was a concern that C had not received the replacement disc but based on the information provided it could not be determined what was causing the installation problem. The Ombudsman noted that SP had attempted to assist C by sending numerous discs and also advised C to download information from the internet. Based on this the Ombudsman could find no justified reason to cancel the service without penalty as SP had tried to assist C. The Ombudsman required SP to send C a disc by special delivery, contact C to ensure installation, refund all broadband charges until the date the service is connected, award a nominal goodwill payment for C's call costs and to send written confirmation of its actions.

3.3

C contacted SP to complain that the broadband service was slow. SP advised C that the service had been restricted due to excessive downloading of data. C complained to SP that this was a breach of the Terms and Conditions of the contract, but SP stated that it was within its rights to take such action. C requested to cancel the broadband service and was provided with a MAC code. However, this was not used by C and SP continued to bill C for the service. C complained in writing to SP, but did not receive a reply to the letters.

The Ombudsman concluded that SP could restrict C's broadband service and that it was correct to continue to bill C for the service. However, there was some evidence of poor customer service and SP was required to apply a goodwill credit to C's account and send C a letter of apology. Once C had paid the remaining balance on the account, SP was also required to confirm in writing to C that the account had been fully disconnected with a zero balance.

3.4

C experienced problems with the broadband service for several weeks. This was eventually resolved by a family member. C complained that the fault was due to lack of communication between SP's own departments. C wrote to BT but failed to receive a response to the letters. SP did offer C compensation for the time C was without the service but C felt this did not cover the cost of calls and letters sent to SP. C had withheld payment for all services during the dispute and SP had later disconnected these services.

The Ombudsman concluded that SP were correct in disconnecting C as no payment had been made including payment for services that had been used and were not being disputed. It was acknowledged that there had been a shortfall in customer service and the Ombudsman required SP to write to C with an apology, offer a goodwill payment for the cost of calls, letters and the failure to respond to C's letters. SP were also to renegotiate a payment plan to allow C to pay the remaining outstanding balance.

3.5

C signed up for broadband but had a poor service and intermittent connection. C contacted SP to get the problem resolve but was not shown a level of service normally expected. SP offered a remedy before the Ombudsman investigated and this was accepted.

This case was deemed a PICC and closed.

3.6

C found that they were unable to access their email account. C contacted SP on numerous occasions continually being told that it was a problem relating to the password SP failed to resolve the problem and it was suggested that the problem may be with C's security setting; this did not resolve the problem either. C sent several letters but SP refused to compensate C for not being able to access the email account.

The Ombudsman concluded that C had experienced a shortfall in customer service and required SP to credit C's account with a goodwill payment to reflect the technical issues and the shortfall in customer service, contact C to resolve the issue and if the problem could not be resolved then to cancel the contract without penalty.

3.7

On cancelling the service C found that an order had been placed on the account without authorisation. The Ombudsman notes that the service was used and no issue was raised until C wanted to cancel the account. The order had been placed online and it seems that the application can be susceptible to fraud.

In summary the Ombudsman requires the SP to review its online application form to ensure fraudulent applications can be avoided; and to make a goodwill gesture to the account equivalent to the early termination fee.

3.8

C experienced problems cancelling their broadband account. Despite many requests the SP failed to take the necessary action and the account continues to be billed.

Following the Ombudsman's request to the SP for a case file, the executor contacted the Ombudsman to advise that it was at fault and that it had contacted C and an agreement was reached to resolve this matter. I contacted C to see if this was the case but there was no answer.

C then called back following a voicemail message being left to advise that an agreement had been reached, although this was slightly different that the outlined by the SP.

In resolution the SP was to ensure the account and debit was cleared, with a refund of the payments received. It was also required to make a goodwill gesture in full consideration of the poor customer service received.

3.9

C registered for a landline and broadband services. C was unable to connect to broadband and SP identified that C's modem was faulty. It agreed to send a new modem, but failed to do so. C contacted SP several times to complain but did not receive a response. C requested cancellation of the contract, and transferred to a new provider, but SP continued to send bills.

SP's failure to resolve C's broadband problems, issue a new modem and reply to C's letters was considered to be reflective of poor customer care. The delay in disconnecting C's account was also noted. SP was required to provide a refund of the call charges C incurred trying to resolve the complaint, apply a credit as a gesture of goodwill in respect of the customer service issues, send a letter of apology and confirm if it had placed any adverse information on C's credit file.

3.10

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

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

3.11

C contacted SP as broadband would not work. SP stated that C had a previous marker on the line preventing the broadband activation.

It was concluded that although C is entirely responsible for ensuring that any previous marker is removed from the line before entering into any agreement of services, it is accepted that SP should have done more to offer the correct advice to ensure that C could eventually receive the broadband service both during and after the point of sale agreement. SP should offer C a goodwill gesture payment, by cheque and send a letter of apology for the service shortfalls received.

3.12

C complained that SP mis-sold the broadband service and caused initial delays which impacted on the business. C claimed financial loss. SP refused to pay financial loss and excluded this via its terms and conditions. SP provided a goodwill payment, which C rejected.

The Ombudsman found SP had delivered a shortfall in customer service levels. Although the Ombudsman fully appreciate that SP had provided a shortfall in service levels it was consider C's claim was excessive in this case. Whilst there was no reason to doubt C incurring costs there were no financial loss documents supplied as proof and furthermore, SP excluded liability for business loss. Nevertheless, SP was required to provide an apology for poor service and a goodwill gesture.

3.13

The Ombudsman notes there was a delay in the provisioning of broadband and then C experienced difficulties connecting to the service despite seeking Technical Support advice. C cancelled the contract and SP removed all charges including telephone costs relating to the broadband service and the complaint.

The Ombudsman concludes that SP has provided a resolution to this complaint and that no further action is required.

3.14

C disputed charges raised for a broadband service not received. SP stated that C did not contact it through its normal complaints route.

It was concluded that SP had charged SP correctly and that as C failed to contact SP by its normal route for technical issues with the service, the company had presumed that C's service was connected and running normally. SP also provided the MAC as requested but C failed to activate it within the normal timeframes and the service resumed with the company and charges was incurred. However, SP failed to answer all of C's correspondence and this was considered to be a service shortfall. It was also

considered reasonable for SP to offer C a refund or credit of six months free broadband as a goodwill gesture

3.15

C signed up to a broadband service and later received four different passwords for the account. C queried this with SP and was advised that there was an issue with the account but to try the passwords on the go live date. C also failed to receive the wireless router. C contacted SP on the go live date to explain that the passwords did not work and that the router had still not been received. SP explained that there was still an issue with the account and it was not until some time later that the router was received. SP were not able to resolve the issue with the account and C later cancelled the contract. SP advised C that during this time it would refund any dial up charges incurred whilst being unable to access broadband. C later sent copy bills to SP but SP denied that it had agreed to this. SP later confirmed that it was prepared to reimburse customers for a monthly dial up service but not per minute and that the charges incurred by C were excessive.

The Ombudsman concluded that these charges were excessive but required the F to issue an apology and offer a goodwill payment towards the dial up charges.

3.16

C subscribed to SP's broadband and was informed this would be upgraded to the free service in December. C applied for the upgrade in January and SP agreed to provide free broadband. However, the order failed and C lost the broadband connection. C continued to be charged for broadband. C made many phone calls to restore the connection and wrote to complain. SP refused to refund the charges. C complained to Otelco.

SP advised it was unable to provide free broadband. The Ombudsman considered that SP had accepted C's order for free broadband and had failed to provide this. The Ombudsman required SP to refund the broadband charges, accept early termination of the contract without penalty and to provide a goodwill credit in recognition of the shortfall in customer service.

3.17

C transferred to SP from another broadband provider for a free broadband offer. C provided SP with a MAC (Migration Authorisation Code) from the previous SP however SP took the code down incorrectly and C was asked to obtain a new code. C did this but heard nothing further. Due to this delay, the code had expired and was forced to obtain another one. C contacted SP and was advised that there was a delay due to a technical fault and that no time scale could be given. SP offered C a credit for the delay. C's code expired once again and it was not until several months later, that the service was activated. During this time C was continuing to pay the previous provider a monthly amount for the broadband service.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology, offer a goodwill payment to cover the broadband charges incurred by his previous provider and to offer a further goodwill payment to reflect the delays, telephone calls made and the shortfall in customer service.

3.18

C was unable to connect to the broadband service. C contacted SP who advised C to call back the following day to refer the fault higher. C called back but was passed back to Customer Services. C called again but the problem could not be resolved. SP escalated the fault higher and it was later confirmed that the problem had been resolved. C was still unable to connect and eventually asked to cancel the service. SP asked C to wait for one final call back and to try and resolve the connection issue. SP called back but C failed to answer and later asked again to cancel the service. SP did disconnect the service but C continued to be pursued for payment. The account was later passed to a Credit Agency and C paid the remaining balance. SP did agree to cancel the contract without penalty and clear the remaining balance. C sent a letter of complaint but failed to receive a response.

The Ombudsman concluded that there had been a shortfall in customer service and required SP to issue an apology confirming that this had had no adverse affect on C's credit rating, refund the money paid to the Credit Agency before it was agreed that this would be cleared and issue a goodwill payment to reflect the shortfall in customer service.

3.19

C ordered a package from SP which included telephone and broadband services. After several weeks, SP informed C that it could not supply broadband to C. C asked SP to cancel C's contract without penalty. SP refused.

The Ombudsman was of the opinion that as SP could not supply the full package C had signed up for; SP should be required to release C from the contract without penalty. SP was also required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.20

C advises they moved house and requested a landline and broadband service with SP. There was a delay with the provision of the landline service. The go live date came and went for the broadband service and it was still not activated. C then moved providers and requested its cancellation; however a tag was left on the line. C has requested a refund of rental and has paid since moving providers, a refund of calls made to SP trying to resolve this matter and compensation for the inconvenience this matter has caused. SP advises it is in the process of arranging a rental rebate to C and has already awarded

a gesture of goodwill to C in recognition of the problems experienced. SP proposes to arrange a refund of any calling costs on production of evidence of the calls.

The Ombudsman found that C had experienced a service shortfall in the delay in the provision of the broadband service and the subsequent delay in cancelling the service. SP was required to apologise for any inconvenience this has caused and arrange a refund of any cost incurred as a result of C calling SP on production of evidence of these costs.

3.21

C agreed to broadband from SP. Because of a fault at the exchange there was a delay in provision of service. C claimed that SP told her to use a dial up service until they were connected and C wanted SP to reimburse the cost of that dial up service. SP said there was no evidence that C had been advised to use a dial up service and that it offers a free dial up trial that C could have used. There was no evidence that C had been offered the free dial up trial.

The Ombudsman was of the opinion that SP was not responsible for the dial up charges but felt that SP should have offered its free dial up trial. C experience a delay in provision and the Ombudsman required SP to apologise and apply a credit to C's account.

3.22

C ordered telephone and broadband services from SP. C was unable to connect to broadband as SP had provided a corrupted installation CD. C received a further two CD's but was still unable to connect. SP agreed a call back from Technical Support but failed to provide this. C wrote to complain and asked to cancel without penalty but received no reply to letters other than an acknowledgement. C complained to Otelo. SP had offered goodwill retention packages to C because of the delays in transferring C's services. SP maintained the contract as C had refused to contact Technical Support.

The Ombudsman accepted that C had not called Technical Support and therefore considered that C's claim for compensation was not warranted. However, there had been a number of shortfalls in the customer service provided by SP. SP had promised a call back which it had not provided and had failed to respond to C's letters of complaint. The Ombudsman therefore required SP to accept cancellation of the broadband contract without penalty and to credit the broadband charges to the account.

5.0 Cancellation

5.1

C decided to cancel a package offered by SP within the cooling off period allowed. SP failed to cancel the package and, despite several letters and telephone calls, continued to charge C for the package. C wanted SP to provide compensation for the trouble and inconvenience caused. In its submission to the Ombudsman, SP accepted that it had been guilty of poor customer service.

The Ombudsman required SP to cancel the package, any charges which had been imposed in connection with it and to make a goodwill payment to C for its failures of customer service.

7.0 Credit Control

7.1

C had a mobile contract with SP. The C said that C sent letter to SP requesting cancellation. C cancelled the Direct Debit. SP says that it never received the cancellation notice. As Direct Debit was cancelled, the SP closed the account and sent bills to C, which C says never received. This resulted in three late payments and a default showing on the C's credit file. The SP agreed to remove the default as goodwill but refused to remove the late payment entries.

The Ombudsman considered that C was responsible for ensuring payment received when C had cancelled Direct Debit. The Ombudsman considered that the evidence indicated that SP never received cancellation notice, and required no further action from SP.

8.0 Customer Service

8.1

C was not happy with the service they received from SP, with particular reference to unwanted sales calls received and also with the broadband service. C sent several letters to which SP failed to provide a satisfactory response. The Ombudsman concludes the level of customer service demonstrated on this case was not satisfactory. SP made a goodwill gesture prior that the Ombudsman considers reasonable. In summary the Ombudsman requires SP to contact C to address any outstanding technical issues with the broadband service; ensure that all marketing calls from SP are stopped and if possible remove from the marketing database; and to issue a formal letter of apology.

The Ombudsman recommends that SP reviews any training issues and failings in its customer service procedures that C's complaint may have highlighted.

8.2

SP failed to set up the Direct Debit mandate on the correct account causing C inconvenience. SP failed to provision the Broadband service as ordered despite C providing MACs on five occasions. The Ombudsman concludes SP failed to demonstrate an adequate level of administration or customer service in its management of this case.

In summary the Ombudsman requires SP to reduce the outstanding balance by the total charged for an un provisioned plan as a goodwill gesture; the charges for calls, line rental and select services used based on the original call tariff plan up to the date the services were transferred; credit any charges after this date as a goodwill gesture; ensure the new account is terminated without penalty and no connection fee is applied; make a goodwill gesture in recognition of the customer service issues raised and costs incurred by cheque and to issue a letter of apology including an assurance that C's credit file have not been adversely affected by its actions.

8.3

C transferred services from one SP to another. C received a bill from the original SP for termination charges. C was unaware that these charges applied to the account. C contacted SP and was advised that if C would transfer back to them then the SP would not charge the termination fees. C agreed to transfer back to the original SP however C was still charged the termination fees. C complained to SP and was unable to get the fees removed. C raised the issue with the Ombudsman and made a complaint. Before the Ombudsman requested a case file from SP the issue was resolve and C received a full refund of the termination fees from SP and a gesture of goodwill.

8.4

Prior to investigation, C accepted resolution offered by SP of applying £30 credit to account and halting debt collection activity in respect of a complaint about customer service.

9.0 Direct Debit

9.1

C set up a Direct Debit (DD) with SP, but there were problems with the payments. This was rectified and payments began to be taken successfully for a few months. However, when C renewed the contract with SP, the problem reoccurred. C complained to SP by telephone, but SP failed to call C back. C later complained in writing after SP disconnected the service and sent the account to a debt collection agency.

The Ombudsman concluded that C had received a shortfall in customer care from SP and required the company to recall the account from the debt collection agency, clear the account balance to zero and ensure that it was fully disconnected. SP was also required to send C a letter of apology, add a note to C's credit file and send a goodwill payment for any stress and inconvenience caused.

12.0 Disputed Charges

12.1

C subscribed to telephone and broadband services with SP. C wrote to query the charges on four occasions but did not receive a reply. C complained to Otelo.

The Ombudsman considered that C had been charged correctly but considered there had been a shortfall in customer service as SP had failed to process and respond to C's letters. The Ombudsman therefore required SP to provide a goodwill gesture in recognition of the shortfall in customer service

12.2

C purchased a data card through a third party dealer. C received help and assistance from the dealer, but was not informed that there was a delay before SP received information. Therefore, any usage checks made by C could not be guaranteed to be accurate. C exceeded the usage allowance and received a large bill from SP. C complained to SP and was offered a generous reduction in the amount owed on the account.

The Ombudsman concluded that SP's offer was generous in this case and suggested that C accept the offer. SP did fail to reply to one letter from C and this was considered poor customer service. However, no further recompense was awarded, due to the offer already made by SP. SP was required to send C a letter of apology and offer a suitable payment plan if requested.

12.3

C believed their package price would be cheaper and complained to the SP. The SP explained the price was for broadband only and not the whole package. C experienced a poor level of customer service.

The Ombudsman considered that an element of mis-communication had occurred at the point of sale and C had mis-understood the package price. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to cancel the account without penalty, make a goodwill payment and write a letter of apology.

12.4

C agreed to service with SP but was then informed that broadband could not be provided. C requested cancellation but SP proceeded to take over C's land line. C complained that this caused a new broadband service to be ceased and C was charged a termination fee. C complained to SP and requested a refund of costs and lost income. C remained dissatisfied with SP's response and offer of goodwill. SP said it had taken over C's line. SP said it had offered to pay the broadband costs and also offered a goodwill payment to C but this was declined.

The Ombudsman was concerned that SP proceeded to take over C's line when C had requested cancellation. This was viewed as poor customer service. The Ombudsman required SP to award a goodwill payment in recognition of the costs C had incurred and the poor service received. The Ombudsman however did advise C that lost income could not be taken into account as the services were for residential use only.

12.5

C received a debt collection letter from an agency representing the SP. The C spent a long period enquiring what the debt was for but nobody representing the SP could tell her.

After a long period, the debt collection agency confirmed that it had closed the case and the money was no longer owed.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that the SP confirm to C that C's credit file would not be negatively affected.

12.6

C received a sim card from SP. On receipt of this C decided that the service was not required and returned the sim card to SP. C received a bill some time later. C contacted SP and it advised that the sim card had not been received but that enquires would be made to see if it was still at the warehouse. SP failed to contact C as it was waiting for a response from the warehouse. It was eventually confirmed that the sim card had not been received by SP. SP informed C that they would be liable for all charges for the remainder of the contract as C had not requested cancellation within the seven days cooling off period. The Terms and Conditions of the contract stated that a customer must contact C to request cancellation or to arrange the return of the sim card, C did not do this. C was also unable to provide proof of postage of the sim card.

The Ombudsman concluded that SP were correct in holding C to the contract however due to shortfall in customer service, SP was required to lower C to a line rental only package for the remainder of the contract.

12.7

C contacted SP to cancel C's contract and was persuaded to transfer to a Pay-As-You-Go account. C was then given a Port Authorisation Code (PAC) so that the number could be transferred. C presumed the previous contract was, therefore, now finished. However, C then received a further bill for this which was extremely high. C contacted SP to report the SIM as lost/stolen and then found that the account had not been cancelled as C had not used the PAC that had been provided. C disputed that C had been advised this was required, but SP maintained the charges under its Terms & Conditions.

The investigation examined the itemised billing evidence and found that this did not correlate with C's previous annual usage in terms of numbers dialled and type of usage. However, it was clear that the majority of the call spend related to international calls. The investigation acknowledged that there was often a delay in this call data being received and, therefore, it was unlikely SP would have been alerted to this until the bill was received. In relation to the cancellation request, although there was no specific evidence to confirm what had (or had not) been explained at that point, it was evident that SP had written to C to advise on the procedure, as a standard process. In full consideration of the matter, it was proposed for SP to apply a credit to the outstanding balance so that it was reduced by half, as a further gesture of goodwill.

12.8

C took out a new business package with SP. C said that SP has been charging more for the package than was originally agreed. C has made several requests to SP to correct this.

Since the complaint was passed to the Ombudsman. SP has refunded the overcharge.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused and failure to respond to C's correspondence.

12.9

C received incorrect information regarding the cost of GPRS usage and incurred a high bill. C made several complaints to the SP. C requested to cancel their account. The SP confirmed that C had been misadvised and should be compensated. C experienced a poor level of customer service.

The Ombudsman was disappointed that the SP had incorrectly advised C on GPRS charges. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the SP to recalculate C's charges based on the information they had been given. The SP was also required to make a goodwill payment, cancel C's account without penalty and write a letter of apology.

12.10

C asked for telephone services to be connected with SP. SP advised of connection fees and insisted on a Pay and Call account. C declined. C then received demands for payment of the connection fee which C disputed. C wrote to complain and also asked SP to waive the conditions on the account. C did not receive a reply and complained to Otelco. SP agreed to credit the outstanding charges on the account as C had not used the telephone service. SP would not agree to waive the deposit conditions placed on providing the account due to C still owing SP money from a previous account.

The Ombudsman considered that SP had made a reasonable offer and that C's request for the supply conditions to be waived was not warranted. However, the Ombudsman was concerned that SP had not offered its low cost telephone service in view of the evident financial difficulty experienced by C. The Ombudsman required SP to provide a small goodwill credit for the shortfall in customer service and to provide details of its low cost service for consideration. SP was also required to send written confirmation that the account was closed and the balance cleared.

12.11

C disputed charges raised by SP. SP stated that C defaulted on a payment and the account was sent external.

It was concluded that SP has billed C correctly and due to C defaulting on a charge raised by the company and the account was sent to a collection agent. However, C did receive misleading information by SP and was not shown a level of service normally expected. SP was required to offer C a goodwill gesture payment, which included any expenses incurred in contacting the company and took into account the credit already offered by the company and send a letter of apology for the service shortfalls

12.12

C contacted SP to dispute some mobile call charges, but SP maintained the charges as correct. C wrote to SP to request a statement of the account and to raise a complaint, but SP failed to reply.

The Ombudsman concluded that C was liable to pay SP for the disputed call charges, but SP was required to apply a goodwill credit to the account for poor customer service. SP was also required to send C a letter of apology.

14.0 Faults (Equipment)

14.1

C had faulty handset problems and repairs were undertaken. A new handset was later provided, but this later became faulty. C complained to SP and requested to cancel the contract, but SP advised C that early termination fees would apply. C remained dissatisfied and sent SP a letter of complaint.

The Ombudsman concluded that there was insufficient reason to require SP to cancel the contract early and instead required SP to apply a goodwill credit to C's account and a new replacement handset.

15.0 Faults (Line)

15.1

C's telephone and broadband service was disrupted following work by United Utilities outside C's home. C was without services for 10 days and wrote to SP requesting compensation for mobile call charges and asking for a copy of the incident report. SP provided a goodwill credit for the loss of service which C accepted. C still requested a copy of the incident report to pass to United Utilities. SP did not provide this and C complained to Otelio.

SP provided full details of the fault in its case report but advised that full details of the fault were attached to another account and could not be released. C's account did not show many details of the fault. SP advised that United Utilities had contacts with SP to obtain fault information if needed.

The Ombudsman considered that SP had provided generous compensation. In regard to the provision of the fault report, the Ombudsman considered that there was no obligation on SP to release this information other than under a Data Access Request. The Ombudsman required SP to waive the Data Access fee as a goodwill gesture if C sent a written request for this information.

15.2

C experienced a broadband fault which took some time to resolve. C requested compensation. The SP made a compensation offer but C declined it. C experienced a poor level of customer service.

The Ombudsman found the SP's compensation offer to be reasonable and required it to implement the offer. However, the Ombudsman required an additional payment for the shortfall in customer service that had occurred. The SP was also required to write a letter of apology.

15.3

C complained that SP failed to repair their line for several years and when a supplementary service was ordered it would not work. C complained and eventually had the line replaced, but only after several more months had elapsed. C complained that during this time SP failed to have any individual take ownership of the problem, until after C had complained to the Ombudsman.

The Ombudsman considered there had been very poor customer service for C, but the goodwill gestures suggested by SP were appropriate in principle. However, SP was required to improve the offer, as it did not go far enough to recognise the extended period of C's complaint.

15.4

SP is to send C a cheque for £131.42 plus VAT.

15.5

C had a fault on the telephone line due to demolition work nearby cutting the cables. SP repaired the fault and C claimed compensation. C disputed the date the fault was reported and requested a greater amount of compensation. SP sent a deadlock letter and C complained to Otelco.

The Ombudsman considered that SP had offered compensation in line with its guarantee. SP had also offered a goodwill credit and to recalculate the rental credit from the date C claimed to have reported the fault. The Ombudsman considered that this was reasonable as the fault had been caused by a third party and required SP to maintain its goodwill offer.

15.6

C contacted SP as there was recurrent fault on the line; C suffered a total loss of service on one occasion. SP reported the fault and a number of engineer visits took place and it identified that the fault lay in an underground cable. The Access Provider was not prepared to dig up the road to correct the fault until there was a complete loss of service.

C disputed a charge SP raised for an engineers visit. SP had informed C that this may occur. C complained that SP did not retain emails that were sent in. SP stated that C had not provided the relevant information to allow it to respond adequately. The Ombudsman requires SP issue a free MAC code as a gesture of goodwill and to pursue the Access Provider more actively.

17.0 Fraud

17.1

C's relative had fraudulently opened an account in C's name. C complained to the SP, which carried out an investigation. A default was registered against C's name. The SP offered to clear the account balance and remove the default that had been registered. C experienced a poor level of customer service.

The Ombudsman considered that Vodafone had been mis-led by C's relative and therefore had not acted incorrectly when the account was opened. The Ombudsman required the SP to fulfill its offer to clear the account balance and remove the default. The Ombudsman also required the SP to make a nominal goodwill payment for the shortfall in customer service that had occurred and write a letter of apology.

19.0 Installation

19.1

C requested a broadband service from SP but experienced connectivity issues in the transfer process from another Internet Service Provider (ISP). C complained about this and then discovered that SP's broadband service was purely for personal use when C was under the impression it could also be used for business purposes. C complained about this to SP and explained that had this information been provided at the point of sale, C would not have agreed to the order. While SP did apologise for any inconvenience to C it failed to provide C with an assurance that in future its sales staff would provide such information or that it would change its advertising campaign. C complained to the Ombudsman.

The Ombudsman noted that C's problems arose from SP not providing C with a copy of the Terms and Conditions of the service contract and had SP done this then C would have had the opportunity of considering restrictions or conditions of use. This amounted to a shortfall in customer service which was exacerbated by SP failing to inform C about the Migration Authorisation Code (MAC) process.

The Ombudsman noted that C had raised issues which C felt were of wider public concern. The Ombudsman pointed out to C that these issues were outside the Ombudsman's Terms of Reference and it was recommended to C that C may wish to take them up with the Regulator, The Office of Communications (Ofcom) and/or the Advertising Standards Agency.

The Ombudsman concluded the case by directing SP to make a goodwill gesture to C in recognition of the inconvenience caused by shortfalls in customer service.

20.0 International Call Charges

20.1

C made calls, utilizing a calling card, on C's mobile phone. The calls were routed through the SP's network and C disputed them as C felt the calls should have been routed through the card provider.

The Ombudsman considered that SP routed the calls legitimately and did not require any further action from SP.

22.0 Internet Connection

22.1

C complained that a service was not available for C when C had previously confirmed with SP that it was available. C complained but SP decided, as a commercial decision, that it would not change the set of circumstances that stopped C from using the service.

The Ombudsman accepted that this was a commercial decision, but requested that SP reconsidered it. SP was also required to make an apology and provide a goodwill payment to C in recompense for the poor customer service over a protracted period.

22.2

C took out a new broadband package with SP but the product was incompatible with C's computer. The SP cancelled the package but, when C applied to an alternative provider, C found that installation was delayed due to the SP leaving a tag on C's line.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the delay in removing its tag from the C's line.

22.3

C complained that the SP failed to provide a service and charged them for another incorrectly. C complained to the SP, which stated the charges were correct. The SP did acknowledge that there were other delays that contributed to C's problems and offered a goodwill payment.

The Ombudsman concurred with the SP that the charges were correctly applied, but the offer of a goodwill payment was appropriate. The SP was to confirm it had completed its offers. No additional action was required.

22.4

C ordered a Broadband service with SP. The SP had problems with its systems and was unable to supply C with the service, but started to bill C for it. The SP refunded all charges but the C sought compensation.

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

24.0 Mis-selling

24.1

C signed up for SP's broadband service. C complained that SP did not supply the connection speed C had asked for and had not explained the set up charges C was subsequently asked to pay. SP did not refer to any of these issues in its case file. It simply stated that C had cancelled C's contract within the minimum contract period and therefore was liable for a termination fee.

The Ombudsman decided that in view of the lack on information from SP, it was reasonable to accept what C stated. As SP did not supply the service C signed up for and misled C over the costs of the service, SP was required to allow C to cancel the service without penalty and to waive all charges.

24.2

C attempted to purchase a Platinum number from SP. SP attempted to process the purchase but found that the number requested was unavailable. It was found that SP had mis-advised C and that this was a service shortfall.

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

24.3

C stated that SP mis-sold the agreement. SP refuted C's claim. No evidence of mis-selling was found and that C was experiencing limited speeds due to a Fair Usage Policy. C was not shown a level of service expected and SP was required to make a goodwill gesture credit against the remaining outstanding balance.

SP was required to make a credit against the remaining outstanding balance, to send C a breakdown of the outstanding balance and what periods and services the charges relate to, maintain the offer of a re-payment plan, and send a letter of apology for the service shortfalls highlighted in the report

24.4

C says they were mis sold a mobile phone and wants contract cancelled without incurring any cancellation charges. C also wants bills refunded and cleared and the cost of the handset refunded. C also complains of unreturned calls, visits to SP's shop to try and resolve this and unanswered correspondences. SP has offered to credit back the cost of the handset once it is returned. It has also offered not to charge a cancellation fee if C pays the outstanding balance and returns handset. SP has also offered to remove disputed charges off bill.

The Ombudsman required SP to maintain the above offer and apologise for shortfalls in customer service and any inconvenience caused.

29.0 Premium Rate Services

29.1

C disputed a number calls made over a short period of time to a particular PRS number. The SP reviewed this matter and confirmed the calls had been made to a competition line and provided C with the relevant contact details of the network service provider. It was then confirmed by the service provider that the calls had been received from his line. C remained unhappy and complained to the Ombudsman. However, on review it was concluded that the calls had made knowingly made from the line by someone with legitimate access to the telephone. It was also concluded that the SP had responded quickly and correctly to the issue.

Therefore as the SP had previously made an offer of a goodwill credit to the account it was proposed that this should be maintained. However, no further action was proposed.

29.2

C disputed premium rate calls charged by SP. SP maintained the calls as correct. C remained unhappy with SP's response.

The Ombudsman said that the evidence provided showed no fault with the line or recording of calls as C only disputed certain numbers. If a fault had affected the service then the whole bill would have been in dispute. The Ombudsman maintained the premium rate call charges as correct and advised C to pursue complaint with the companies that charged for the calls. SP was required to credit a nominal goodwill payment in recognition of any service issues.

32.0 Refunds

32.1

C placed an order for a high speed modem when C asked for a broadband upgrade. The modem did not arrive and C realised that it was not actually necessary so C called SP and asked for the order to be cancelled. Although SP did not send C the modem it did charge C for it and C then tried to get a refund of the charge. Following numerous contacts with SP, SP eventually agreed to send C part refund in the form of a cheque and to refund the remainder by not taking a Direct Debit payment that was due. C received the part refund cheque but SP still took the Direct Debit payment. C tried to have SP refund the remainder but C's calls and letters went unanswered so C complained to the Ombudsman.

The Ombudsman directed SP to provide C with the remainder of the refund C was due by means of cheque payment. The Ombudsman commented that there were shortfalls in customer service on the part of SP which had caused inconvenience to C and these had been exacerbated by the time span involved. The Ombudsman directed SP to make a goodwill gesture in recognition of this inconvenience and to send C a letter of apology.

36.0 Tariffs

36.1

C had a mobile contract with SP. C was entitled to half price line rental as part of the package but SP did not provide it. C had problems with handset and SP arranged to pick up handset. The C waited in for the handset to be picked up but the appointment was not met.

SP has since credited the entitled line rental discount.

The Ombudsman required that SP send a replacement handset for C and also required that SP provide C with a goodwill credit and a written apology for the billing error and missed appointments.