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## **2.0 Billing**

### **2.1**

The complainant received bills showing short code text messaging Premium Rate Services. The complainant believed that these had been unsolicited and generated in some way by SP. The complainant took this opinion to SP but SP maintained the charges. The complainant complained to the Ombudsman.

From an inspection of bills the complainant had provided in support of the complaint, the Ombudsman noted that the Premium Rate Services had actually been generated by short code messages sent out by the complainant's handset. Therefore, the complainant's claims were unfounded.

The Ombudsman advised the complainant to take any concerns about Premium Rate Services to the Regulator, The Independent Committee for the Supervision of Standards of Telephone Information Services (ICSTIS) and also pointed out to the complainant valuable information contained on its website.

The Ombudsman concluded that the charges were valid; the complainant was responsible for the cost of the Premium Rate Services, and SP need not take any further action about the complaint.

### **2.2**

The complainant experienced slow broadband speed to that which SP had agreed to provide. Despite SP trying to resolve the problem it was never overcome and the complainant felt that the only resolution to the speed problem was to transfer to another Internet Service Provider (ISP) so the complainant set about doing this. However, the complainant then experienced problems with SP providing a Migration Authorisation Code (MAC) which caused further delays in the transfer and left the complainant in the position where the complainant had to have a new line installed. The complainant asked SP to refund an early termination fee and provide compensation but SP refused to do this, so the complainant complained to the Ombudsman.

The Ombudsman noted that the evidence showed that the complainant had called SP on no less than 15 occasions to report the slow speed of the broadband. SP had had sufficient opportunity to resolve the issue and it been unable to do so, hence the complainant should be refunded with the early termination fee applied to the account. The Ombudsman directed SP to do this.

The Ombudsman also commented that while SP did not have any obligation to compensate the complainant for the inconvenience caused, it was usual for a service provider to make a goodwill gesture in circumstances where there had been shortfalls in customer service, as there had been in this particular case, and directed SP to do this and to send the complainant a letter of apology.

### **2.3**

C contacted SP to advise that the contract should be put on hold as C was going abroad [army service]. C believed SP had agreed to do this. C cancelled the Direct Debit (DD). SP continued to collect the line rental and C failed to pay the account. C's mother tried to liaise with SP but due to Data Protection requirements this was not feasible. SP contacted C several times but C failed to respond as C was overseas. SP chased C for balance of outstanding arrears. SP made an offer to clear the unexpired line rental.

The Ombudsman required that C should consider accepting SP's offer to clear the unexpired line rental charges.

### **2.4**

C had two mobile phone contracts with SP. C had declined the offer of insurance for both contracts however SP continued to charge C for these. C contacted SP repeatedly and the charge had been removed on a number of occasions. The charges were still present on the invoices and had not been removed after a long period. C contacted the Ombudsman and it was agreed that the case would be investigated. SP however resolved the case before the case was investigated and offered a period of free line rental to C. C accepted this and the case was resolved.

### **2.5**

C had problems with activating the broadband service initially and the encountered billing issues along with poor service. SP stated that all actions had been carried out on the account, but due to non payment the account had been passed onto a Debt Collection Agency.

The Ombudsman was of the opinion that C received a shortfall in service levels since C had provided SP ample opportunity to put things right. The Ombudsman found that the debt had been incorrectly referred to the Debt Collection Agency as issues still remained outstanding. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment, to recall the debt from the Debt Collection Agency as a goodwill gesture; to remove any administration and termination charges as a goodwill gesture; to ensure no extra charges were levied after the service(s) was cut off, to provide an amended with explanation of what service charges had been levied on the account; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

### **2.6**

SP charged C for calls made several months earlier. C complained, as C felt SP was not entitled to ask C to pay for these calls as they had been made outside the billing

period. SP informed C that there had been a fault with its billing system, which prevented it from billing customers for some calls. It informed C that as C had made the calls, C was liable to pay the charges.

The Ombudsman was of the opinion that as C had made the calls; SP was entitled to expect C to pay for them. SP was required to send a letter of apology to C for the delays, as it had offered to do.

## **2.7**

C advises they contacted their SP to enquire about internet access and were advised they would need to change options. C then received a bill which due to increased rental was significantly higher to bills prior to the option change. SP did not submit a case file to the Ombudsman within the required timescales, which meant its views, could not be considered in relation to this complaint.

The Ombudsman found that the option C had been put on included daytime and evening calls but because C was a low user they did not benefit from this. SP was required to put C back onto their old package and arrange a goodwill gesture in recognition of the increased bills. It was also found SP had not responded to C's letters. SP was required to apologise to C and award a gesture of goodwill in recognition of these shortfalls.

## **2.8**

C had taken out a contract for a minimum period with SP but had claimed that bills were not received and so refused to make further payments. SP had eventually suspended the service and employed an agency to pursue the debt. C had settled the debt with the Agency and had then not wanted to continue the contract with SP. SP had reinstated the services and continued to bill C. When C refused to pay, the debt was again passed to a collection agency. C wanted all charges waived, cancellation of the contract without penalty and compensation for the time and costs incurred. In its submission, SP had offered to waive the early termination fee if C settled the outstanding debt.

The Ombudsman considered that SP was justified in requiring C to complete the minimum term agreed and considered the offer made was a reasonable way of concluding the matter and required SP to set out the offer in a formal letter to C.

## **2.9**

C cancelled account with SP and felt they had paid the final bill. Several months later C received a further bill and contacted SP to query it. SP explained that the bill was correct and had been delayed. It referred to its terms and conditions which advise that on occasion, bills can be delayed due to unforeseen circumstances. C complained to SP as they were not satisfied with the explanation. SP failed to respond to some letter and chased C using debt recovery agents. SP agreed to credit the bill as a goodwill gesture and call of the debt recovery action.

The Ombudsman was of the opinion that the bill was correct but there were some shortfalls in customer service in this case. The Ombudsman required SP to apologise and provide a small goodwill gesture.

### **2.10**

C complained to the SP about the delayed cashing of cheque payments which had led to the restriction of services. The SP highlighted that it was not delays that had caused this problem, with one of C's cheque being returned unsigned. This point was disputed by C stating the payment had been cashed just not taken into account. The SP reiterated its position outlining its Terms and Conditions. C also complained about the poor customer service received and that the SP had placed a PRS bar on the line without C's permission.

It was concluded that there was no evidence to suggest the SP had acted incorrectly surrounding the payment dispute, although C had received some poor customer service and had a PRS call bar placed on the line without permission.

The SP was required to send a letter of apology, ensure the number barring was removed, make a goodwill credit to the account, and provide a refund of any overpayment, but only if C provided documentary evidence to confirm this point, i.e. bank statements.

### **2.11**

The complainant reported the theft of mobile phone, but the complainant did not have the account number to hand so SP refused to accept the report. SP eventually accepted the complainant's report but refused to credit charges for all calls made after the original report.

In its response to the Ombudsman, SP referred to its Terms and Conditions which specified that the complainant was required to pay for all calls up to the point of notification of theft or loss. The Ombudsman was satisfied that the complainant had done this at the point of the first call so the Ombudsman directed SP to provide a goodwill gesture of crediting all call charges following this initial report.

### **2.12**

C was a small business and agreed to a business plan to save money on call charges. C complained that the bills increased and that the charges for the diverted lines were greater than advised. C complained to SP and refused to make payment on the account. C's lines were suspended for non payment. SP recognised incorrect charges on the account and agreed to credit C with a goodwill gesture for the overcharges. C refused. SP increased its offer but C still refused and continued to withhold payment. SP issued a deadlock letter and C complained to Otelo.

The Ombudsman accepted that the bills had increased due to call volumes and not due to an incorrect tariff. The Ombudsman considered that SP had made a reasonable offer of settlement and required SP to provide a goodwill credit equal to its original offer.

### **2.13**

C complains SP failed to advise that the transfer to a new service provider had been cancelled. C complains about a final bill that was higher than C's normal charges. The Ombudsman accepts SP will charge for its services up to the date of transfer and include and termination fees and package charges due.

The Ombudsman could find no reason to release C from the liability to pay the balance. He notes a shortfall in the handling of the high level complaint. In summary the Ombudsman requires SP to maintain the outstanding balance on the account; and to issue a letter of apology for the shortfall in customer service.

### **2.14**

C was not informed of the length of the contract when signing up with SP and was not referred to the Terms and Conditions of the contract. C only discovered this when C asked to leave SP and received a final bill showing an early termination fee. C queried this with SP and was advised that this was correct as per the Terms and Conditions of the contract. C continued to complain about this charge asking SP to clear this.

Following the Ombudsman request for a case file, SP contacted the Ombudsman to state that the early termination fee would be refunded to C and that a further credit would be made to cover overcharged line rental charges. The Ombudsman received confirmation from both parties that the complaint was resolved.

### **2.15**

C had supply of telephone service from SP. Having previously received itemised bills, the SP suddenly started to send non-itemised invoices. The C contacted SP on several occasions and was promised that itemised bills would be sent, but this did not happen.

The Ombudsman required that the SP send C a copy of C's three previous bills, fully itemised. It also required that the SP confirm, in writing, that C's future bills would be itemised. Finally, the Ombudsman required the SP to make a goodwill payment and written apology to C for the inconvenience caused.

## **3.0 Broadband**

### **3.1**

C complained that the service they agreed to was different to that advised by SP. C claimed that the contract should have been the same as a previous contract but SP had applied a usage policy. SP did not respond to C's complaint initially. However, SP did then agree that C was a heavy user and provided a code to allow transfer to another service provider. C did not use the transfer code and asked for a refund of payments made.

The Ombudsman was of the opinion that C should have been aware of the policy from information provided by SP. C would then have been in a position to cancel the service without charge. However, as SP took the decision to release C from the contract the charge should not be applied. A goodwill payment was required for the shortfall in service in respect of the failure to respond to contact from C. However, Sp was not required to issue a refund of payments made by C, as C had enjoyed the service.

### **3.2**

C could not connect to broadband and called out an independent engineer. The Supplier investigated C's complaint and confirmed C had been using an incorrect password. C requested the Supplier to cover the engineer call out fee. The Supplier stated that it had not instructed C to do this and refused to credit the fee. C experienced a poor level of customer service. The Supplier made a goodwill offer which C declined.

The Ombudsman considered that C should remain responsible for the engineer call out fee. The Ombudsman was of the opinion that a shortfall in customer service had occurred but considered the Supplier's offer to be reasonable. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

### **3.3**

C said that SP misinformed C as C's computer was not compatible with SP's broadband service. C also complained that C was not informed there would be a charge for the modem. C requested compensation from SP. SP said that C had Windows 98 which was not compatible with broadband. C upgraded to Windows Vista but in order to do this bought a new computer. C then tried to connect using own modem which was not compatible. SP try to remotely resolve the problems with C when SP's modem was used and it was discovered that C had not filtered the digital TV. SP said it had offered a goodwill payment which C declined.

The Ombudsman said that as C's call to SP was not recorded then it could not be known what was discussed at the point of sale. The Ombudsman however advised that no broadband provider was compatible with Windows 98 as this was an old operating system. The Ombudsman also noted that if C bought a new computer then this pointed to the fact that C's computer processor and RAM was also not enough for broadband with any provider. The Ombudsman also noted that the further connection problems were caused by C's own equipment. The Ombudsman was however concerned with any misinformation provided and the lack of call backs. The Ombudsman required SP to award a goodwill payment and send a letter of apology to C.

### **3.4**

C ordered broadband with SP but eight months later the service was still not provided. C sent emails and letters to SP and called it but received no response. C was advised that the problem was with line provider but on contacting this company it advised that there was no reason why the broadband should not be activated. C requested a broadband service and compensation. SP said that the first broadband order was rejected due to an incompatible product on the line. This was resolved but then due to a system anomaly the broadband order would not progress.

The Ombudsman said that after review of the information provided it was evident that C had received poor customer service from SP. SP had failed to provide a service for eight months and had failed to resolve the complaint. SP was required to provide a broadband service as soon as possible and award a nominal goodwill payment. SP was also directed to send C a letter of apology.

### **3.5**

C contacted SP about the broadband service and C agreed to upgrade the package to include broadband. However, the SP failed to provide the broadband service, so C decided to change providers for all the services being supplied by SP. C contacted SP to cancel the account, but SP failed to action C's request and continued to bill C.

The Ombudsman concluded that SP was required to review and revise C's account, refund any overpayments and provide C with a breakdown of how the final amount was calculated. SP was also required to send C a goodwill payment, together with a letter of apology.

### **3.6**

C complained that SP delayed repairing broadband for five months. C also complained that SP provided poor customer service and failed to resolve the problem within an acceptable time frame. SP admitted that C had received poor customer service but maintained that its offer of goodwill was reasonable.

The Ombudsman was concerned that C had received poor customer service from SP and viewed this as unacceptable. The Ombudsman required SP to increase the goodwill payment and to send a letter of apology.

### **3.7**

C agreed to a broadband service from SP. SP was aware that the distance from the exchange may be a limiting factor but installed the service anyway. The service worked initially but deteriorated and then stopped working all together. SP advised C that they were too far from the exchange. SP credited all broadband charges but C required an explanation of why his service did work but no longer does. SP failed to address C's complaint.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required SP to apply a credit to C's account and provide an explanation to C.

### **3.8**

C complained to SP about loss of broadband service. SP carried out troubleshooting and advised C that a new modem was required. C purchased the new modem but this did not resolve the problem. C made further complaints to SP and eventually a fix was carried out that required an engineer to work on the exchange. C complained to SP about the lack of communication during the period of service loss. SP failed to respond to C's complaint.

The Ombudsman noted that although SP had fixed the fault there had been several instances of poor customer service. SP had not responded to contact from C and as a result of advice from SP C had incurred costs. SP was required to issue an apology and also a goodwill payment to cover the costs incurred by C and in recognition of the shortfall in customer service.

### **3.9**

C experienced a long delay in broadband being activated. Several errors occurred which prevented broadband being provisioned. C experienced a poor level of customer service. The Supplier confirmed broadband was activated.

The Ombudsman was concerned with the delays that had occurred. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

### **3.10**

C complained that charges were made for an engineer visit that involved the engineer repairing underground cabling therefore C should not be held liable. It was explained by SP that that particular visit was not charged for and the charge was for a different visit when the fault was found to be with C's equipment. C also complained that a broadband service was poor but failed to support this complaint and it was stated by SP that conflicting information had been provided by C when calling it. It was recommended that C provide accurate information.

SP was to assist with the reconnection of broadband and provide a goodwill gesture

### **3.11**

C experienced problems with a broadband service which led to a loss of service for a considerable period. Once the matter was resolved C wrote to SP and called it on a number of occasions asking for an explanation. The poor customer service continued

and letters were not answered nor were call backs made to C. SP accepted that there had been poor customer service and made what was considered a good offer by way of a goodwill gesture.

SP was required to provide a letter of apology for the poor customer service experienced, provide a goodwill gesture (in the form of a cheque) and to provide the direct contact details of a Senior Manager in order that the issues raised could be discussed with a view to C receiving full explanations of the poor customer service experienced. The contents of any subsequent discussion(s) were to then be confirmed in writing.

### **3.12**

C experienced delays in a broadband service being provided due to problems caused by the line service provider as opposed to the service provider. SP was not considered responsible for these problems. C then experienced difficulties in operating the broadband service which led to the cancellation of the account. SP charged an Early Termination Fee. Further assistance was provided which established that the modem was working but there were issues with the supplied username. As C had stopped paying for the service it was suspended. It was considered that whilst C had contributed to the delays by not following advice SP had provided poor customer service.

SP was required to provide a letter of apology in relation to the poor customer service experienced, provide a goodwill gesture in respect of this poor customer service. SP was also required to give C the opportunity to finish this contract, if agreed the contract should be reinstated and the Early Termination Fee cancelled but if not the Early Termination Fee will stand and to refund the cost of the broadband service for the period before the username problem was identified. These amounts were to be credited against the Early Termination Fee.

## **5.0 Cancellation**

### **5.1**

C complained that the supplier agreed to close C's account but continued to send bills. Despite C making complaints in writing the supplier referred the matter to a debt collection agent. This was resolved by the supplier but another debt collector was later used to chase C for a non-existent debt. Despite C continuing to complain the supplier failed to respond.

The Ombudsman considered there had been very poor customer service for C. The supplier was required to make an apology for its poor customer service; provide a goodwill payment and formally advise C of the status of their account and the action taken regarding any default entry being cleared.

## 5.2

C had a broadband service with SP and decided to cancel but C complained that SP did not cancel the agreement when requested and continued to chase C for payment. C complained initially but received no response. Then, following further demands for payment from a Debt Recovery Agency, C complained again and SP agreed to clear the debt and provide a small goodwill payment. However, at this point, C was unhappy with this resolution and wanted further compensation.

The investigation examined the billing evidence and found the charges levied to be valid and correct. It was clear that C had terminated the agreement within the minimum contract period and also that a notice period was required. It was found that C had received some poor elements of customer service with SP not replying to the complaint, but the investigation was satisfied that SP's offer to clear the debt and also provide a small goodwill payment to be fair and reasonable. Therefore, it was proposed for this offer to be retained.

## 5.3

C contacted SP to request a second telephone line. The order was placed, but when the second line was activated, the first line was ceased. C complained to C about the loss of the telephone and broadband service, although C had a different internet service provider. SP did apply a small goodwill credit, but C remained dissatisfied and moved to another service provider a few months later.

The Ombudsman considered that there was no real evidence to show why the first line had been ceased, but felt that C would not have requested this. Therefore, SP was required to clear and close C's account, send C a goodwill payment and a letter of apology for any shortfall in customer care.

## 5.4

C complained that SP had failed to cancel C's contract and continued to charge C. When C discovered this C contacted SP and said it agreed to backdate the cancellation of the account and said that C could cancel C's Direct Debit instruction. However, SP did not backdate the cancellation request and as a result, C's account was referred to a debt collection company and adverse information was passed to C's credit file. SP argued that it had never received C's cancellation request and had never agreed to backdate the cancellation request. It agreed to remove the outstanding balance but would not correct C's credit file. C also complained that SP had led C to believe that C's second contract had ended, and therefore C cancelled it. C said that C later discovered that the contract had not ended and therefore SP charged C a cancellation fee. SP stated that it had not led C to believe C's contract had ended. It did however clear the termination fee as a gesture of goodwill.

The Ombudsman agreed with SP that there was no evidence to demonstrate it had received C's cancellation request. However, there was some evidence that C had subsequently contacted SP and as the company had no record of what was discussed it

was accepted that it had agreed to backdate C's cancellation request. SP was required to remove any adverse information passed to C's credit file in respect of any payments C had not made after the date C contacted SP. The Ombudsman could find no evidence that SP had led C to believe that C's contract had ended and decided in any case that C should have known when the contract had been taken out. Although some poor customer service was identified, it was concluded that SP's offer to clear the termination fee more than recognised this.

## **8.0 Customer Service**

### **8.1**

C placed an order with the Supplier. However, due to errors made by the Supplier, C cancelled the order prior to the go live date. The Supplier failed to cancel the order and C's account was activated. C experienced a poor level of customer service.

Following the Ombudsman's request for a case file, the Supplier offered to clear the account balance which C was satisfied with.

### **8.2**

C asked SP to cancel a broadband account. However, when C tried to transfer the service to another provider it became apparent that SP still had its marker on the line. C asked for the marker to be removed but despite its promises SP failed to do so. C then received a migration code from SP but the service still could not be transferred. C sent a written complaint to SP but did not receive a response. SP confirmed that the billing only had been cancelled and the broadband service left connected. However, SP confirmed that the migration code had been used and the service was with another provider.

The Ombudsman was of the opinion that there had been a shortfall in service, demonstrated by SP's failure to act correctly on the cancellation requested. However, its later actions were appropriate and C needed to check with the preferred provider to determine whether it had indeed taken over the service. The Ombudsman required SP to issue a goodwill payment and to cancel the outstanding balance on the account.

### **8.3**

C asked SP to cancel two mobile phone contracts. SP cancelled one but continued to charge for the second. C disputed charges for both phones as C felt that a refund for advance line rental paid was due. SP reviewed the accounts but found that it had not received a cancellation request for the second phone. Despite this SP agreed to accept the cancellation from the date that the first phone was cancelled. However, SP still billed C for charges that it considered were due. C refused payment and the accounts were passed for debt collection.

The Ombudsman noted that C had misunderstood the bills and was refusing payment for valid charges. C had cancelled a Direct Debit too early meaning that SP was unable to take payment for the final bills. However, the Ombudsman also noted that there had been a shortfall in service because SP had failed to act on C's first cancellation request and also failed to respond fully to written complaints. SP was required to issue an apology and small goodwill credit to one account. The remaining balances were considered to be valid and payable by C.

#### **8.4**

C complained that SP had not acted on notice to cancel an account. No proof was shown that such notice was ever provided therefore this was not upheld. C had also complained that poor customer service had been experienced but again the documents provided for consideration did not support this as each contact made had been responded to. The investigation showed that C had changed e-mail address and had not informed SP of the change. This resulted in automatic renewal notices being sent to a defunct e-mail address. C was found to be responsible for keeping SP informed of such changes.

No further steps were required of SP.

### **11.0 Disconnection**

#### **11.1**

C reported a fault and was informed the line had been suspended. C's account was in credit and SP restarted the line and opened a new account. C asked for an explanation and a refund of the credit on the account. SP issued a refund but failed to provide any explanation to C. SP explained that it had received a letter from C asking to cancel the account and provided a copy of this letter. The Ombudsman considered that the letter referred to the cancellation of an email address only and that SP had cancelled incorrectly, and failed to send any written correspondence.

The Ombudsman therefore required SP to provide a goodwill credit in recognition of the shortfall in customer service and to send a full written apology.

### **12.0 Disputed Charges**

#### **12.1**

C disputed charges raised for a package not received and entered into online in error. SP stated that the package was entered into but a refund was applied.

SP was required to ensure that the credit has been applied for charges taken for the service entered in error, as a goodwill gesture, make a goodwill gesture payment, and send a letter of apology for the poor reply to his contacts

## **12.2**

C disputed default on credit file with SP as SP had failed to change C's address and so C did not receive the final bill in order to make payment. SP said it did not receive notice of a change of address and so maintained that the default had been correctly raised.

The Ombudsman noted that SP failed to provide archived account records to show that it had not received a change of address request. Based on the balance of probabilities the Ombudsman said that C had informed SP and the advisor had in error not input the new address. Consequently C then did not receive the final bill for payment. The Ombudsman required SP to remove the default on C's credit file, award a nominal goodwill payment and send a letter of apology.

## **12.3**

C was about to terminate C's contract with SP but during this call, C was persuaded to renew the contract on a different tariff. C agreed to this but then contacted SP after receiving a bill, to query the call charges C incurred for calls. C then complained the next month, advising that incorrect information had been received in this regard. C continued to escalate the complaint to C but it maintained its position.

From the evidence presented for investigation, there was nothing to say, conclusively, that C had been provided with any mis-information from SP about the call charges at any stage. The investigation did find some elements of poor customer service, but it was clear that SP had since taken actions in this regard. The investigation proposed that no further action be taken by SP in this instance.

## **12.4**

SP provided C with a landline telephone service. A monthly direct debit was set up and following SP's attention being drawn to high value calls on C's account outgoing calls were barred. C contacted SP and queried the charges on the account. SP tested the line as C disputed making the calls but no fault was found. A breakdown of the calls was sent to C who then disputed some mobile, PRS, 0845 and 08700 numbers. SP maintained, after investigation by its Complaint Review Service, that these calls were chargeable and responded to C by letter giving its position and details of ICSTIS.

The Ombudsman reviewed the call patterns and noted repeated dialing to certain numbers, specifically during the early hours of the morning. Calls were also being made to mobiles, again repeatedly at short intervals, during the working day when C was stated to have been at work. The Ombudsman considered that there were some indicators that showed some of the numbers had been dialled from the line but there

may have been the possibility of auto-dialers for the competition numbers showing. As this was the case then SP was not responsible as C was liable under the agreement for all calls made from the line, whether authorised or not. C was asked to check with the household to ensure no-one else had made the calls, and was then urged to contact ICSTIS to investigate the calls. SP had taken appropriate action by barring PRS calls and notifying of the high value on the account. The Ombudsman was sympathetic to C's position and required SP to offer a repayment plan.

### **12.5**

C, who was the account holder of a mobile phone account with SP, received a large bill which contained high charges for internet use. C acknowledged C's young son had been using the handset but maintained the son did not know how to use the internet facility and also that no warning texts had been received, as SP had claimed. C complained to SP but it maintained the charges.

From the evidence and information provided for investigation, it was considered that the charges had been correctly incurred by the user of the account and also it was clear that similar usage had been incurred on previous bills, and it was the user of the handset/account that enabled the internet facility in the first place. It was also evident that warning messages had been sent to the handset and that SP then barred the account following no response. The investigation was, therefore, satisfied that the charges had been incurred correctly and also that SP had provided the account holder with prior warning. No further actions were proposed in this instance.

### **12.6**

C was asked to supply bank details to a third party retailer, so C's daughter could take out a mobile phone contract. C claimed that the retailer or his daughter said that only one month's payment would be taken, but C later found out that the contract was for twelve months and C was liable to pay the full amount as the account holder. C complained to the mobile phone company, but the contract was maintained and C was told that an early termination fee would apply.

The Ombudsman concluded that C was liable to pay SP any amount owing, as this was a family dispute. Therefore, C should complain to the retailer or request money from the daughter. There was some evidence that SP delayed in replying to some of C's letters, so SP was required to apply a goodwill credit to C's account.

### **12.7**

C took out a new landline contract with SP. The C never used the service and chose to take service with another provider.

The SP maintained charges as a 12 month contract existed but C claimed to have cancelled and got written confirmation of cancellation from SP. The C wrote letters to SP which received no response.

As C was unable to provide evidence of cancellation request, or confirmation from SP, the Ombudsman considered that the C should be liable for the early termination fee. She required that the SP make a goodwill payment to C for the lack of response to C's letters

### **12.8**

C joined SP for its landline services but upon receiving a bill C noticed a charge for a feature which C had not requested. C queried this with SP and requested for it to be removed and also a refund. SP agreed to remove it and credit C, and although C did receive credits, C continued to incur the same charge on the next few bills, despite contacts with SP to request its removal. C complained to SP and it confirmed the feature had now been removed and that a further credit would be applied but C complained again via a third party but received no response.

SP explained that this was a feature C had with C's previous supplier but that C was not charged for this. The investigation welcomed this explanation but considered SP should have explained this to C. It was clear that C had received a shortfall in customer service from SP in relation to its failure to remove the service and although credits had been applied in this regard, it was also evident these were not inclusive of VAT, which would have been increased as a result of the charges. Therefore, it was proposed for SP to confirm in writing to C the removal of the feature and ensure no further charges were levied for it, apply a further goodwill credit to C's account and also provide C with an apology.

### **12.9**

C was an existing customer of SP for landline services but wanted to add a broadband service. Therefore, C organised this via a subsidiary of SP but despite C's CPS and broadband services being transferred, the landline service remained with SP. C then realised both companies were charging C for the landline service and C complained. SP maintained that it was still in control of the service and was, therefore, not incorrectly billing C but the other company was. However, SP eventually applied a credit to C's account for the charges and closed the account.

In this instance, it was clear that C had become confused between both companies that were part of the same parent company. However, in full consideration of the evidence, it was found that the failure to transfer the line from SP was neither C's nor SP's fault, but that of the other company. It was, therefore, considered that the other company had been incorrectly billing C. On this basis, the investigation welcomed SP's actions to clear the outstanding balance but it was also proposed for it to confirm in writing to C that the account was now closed with a zero balance, that no further demands for payment would be received and also provide an apology.

### **12.10**

C had previously agreed a retention package with SP one year ago but this was set to expire. Therefore, as C was happy with the tariff, C checked with SP's Upgrades department and a retail store if C could upgrade to a new handset and remain on the same discounted tariff. As C was informed that this was possible, C then agreed to the upgrade. However, C then noticed that the discounted line rental was no longer being applied. C contacted both SP and the retail store to query this and SP then stated the discount no longer applied as C had upgraded the handset. C continued to complain and although SP acknowledged some mis-information had been provided, it maintained its position but did offer a smaller discount for the remainder of the contract period.

From the evidence provided for investigation, it was clear that C had been given some mis-information by SP that led C to agree to a further minimum contract term. SP proposed to apply the full discount for the remainder of the contract but in full consideration, it was considered appropriate for SP to apply the discount for the entire minimum contract term, apply a further credit as a gesture of goodwill and also provide C with an apology and confirmation of the credits in writing.

### **12.11**

C started to be charged for calls by C's line rental provider when calls should have been carried by SP, who was C's Carrier Pre-Select provider. The calls bypassed the call barring SP had set up. C complained to SP but continued to be charged for calls by the line rental provider. SP eventually agreed to apply a credit to C's account to reimburse C for the charges. The problems continued and therefore C transferred to another service provider. SP continued to add charges to C's account. C disputed the bills. C also complained about that SP was abusive and harassed C for payment. After C had made a formal complaint, SP agreed to credit the outstanding balance on the account but did not accept that it had been abusive to C.

The Ombudsman considered that there were a number of shortfalls in the customer service in relation to the billing of the account. The Ombudsman considered that there was insufficient evidence to show that SP had been abusive. The Ombudsman required SP to maintain its goodwill offer to credit the outstanding balance and also required a goodwill payment in recognition of the shortfall in customer service. The Ombudsman also required SP to send a written apology together with confirmation that the account was closed and the balance cleared with no adverse credit history in relation to this matter.

### **12.12**

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

The Ombudsman was of the opinion that there had been customer service shortfalls. The Ombudsman required SP to maintain its offer but also required it apologise and

confirm no adverse information was passed to credit reference agencies as a result the subject matter of this complaint.

### **12.13**

C cut through a telephone cable on his property. He contacted SP and was not advised that there would be a charge for the repair. When the engineer turned up C spent several hours using his farming equipment helping the engineer fix the problem.

C received a bill for the engineer's visit. C disputed the bill because they had not been informed that they would be charged, C had spent several hours helping the engineer and felt the cable was not buried deep enough. He was advised that his account would be suspended while an investigation took place but his services were restricted twice. SP eventually agreed to clear the charge but C felt the complaint was not handled correctly and came to the Ombudsman.

The Ombudsman welcomed SP's decision to clear the charge but considered the service restrictions a shortfall in customer service. The Ombudsman required SP to send an up to date bill showing that the charged had been cleared, send a letter of apology and apply a small credit to C's account.

### **12.14**

C disputed call charges raised by SP and requested a refund. SP stated that all call charges was correctly raised and not supported by the Carrier Pre Select package.

There was no evidence to show that C was charged incorrectly. SP was required to maintain its credit applied to C's account, send a letter of apology for any misunderstanding regarding the incorrect credit, maintain its offer to re-investigate C's claim if C can provide further conclusive evidence to support the claim of incorrect billing.

### **12.15**

C disputed charges on their account and complained to the Supplier. The Supplier carried out a thorough investigation and advised the charges related to C's email equipment which was generating unsolicited calls. C disputed further calls, which the Supplier investigated and advised related to an indirect international call service. C continued to dispute the numbers.

The Ombudsman considered that the Supplier had carried out a thorough investigation and C's disputed charges were generated by either their own equipment or them dialing the disputed numbers. The Ombudsman required the Supplier to take no further action and C remained responsible for the disputed charges.

### **12.16**

C entered into a three year contract with SP for telephone services. C terminated early and SP sought to recover the early termination charge. C disputed the charge and claimed not to have signed a written contract and not to have been informed about the Terms and Conditions. SP made a goodwill offer which C declined. C complained to Otelco.

The Ombudsman considered that SP was entitled to charge the termination fee. C had agreed to the contract period, had been informed of the Terms and Conditions and had been advised prior to transferring away that charges would apply. The Ombudsman considered that SP had made a generous offer which should be maintained.

### **12.17**

C disputed charges on the account to a GPRS connection when C claimed the handset was no longer in use. SP maintained the charges were generated from a laptop connection and from roaming charges. The Ombudsman could find no reason to release C from the outstanding balance on the account, however considers the customer service demonstrated on the case was poor. In summary the Ombudsman requires SP to recall the account from the debt collection agency and offer C a payment plan; make a goodwill gesture in recognition of the customer service issues raised; and issue a formal letter of apology.

### **12.18**

C paid SP for the installation of temporary lines to a static caravan whilst C was having house built. When house was completed, the SP installed the lines into the house and charged C for another installation fee. The C wanted the installation fee rescinding as C claimed not to have been advised about the charges.

The Ombudsman was satisfied that SP had charged correctly. It required no further action from SP in this case.

### **12.19**

C obtained a Data card to enable mobile internet access whilst traveling, including foreign travel. A device with a limited amount of download capability was sold to C who went on to receive very high bills in relation to roaming download charges. C claimed that incorrect advice had been given at the point of sale SP claimed that full advice had been provided and that increased charges should have been anticipated if traveling abroad. It was not accepted that all potential customers would be aware of the roaming charges and further, as it was found that the inclusive bundle was not included when traveling it was considered that the sales advisor had not provided proper and full advice. C was traveling abroad for an extended period and it was considered that this issue would have been important to C and therefore mentioned when buying the product. The view was taken that this device had been mis-sold.

SP was required to clear the download charges applied in relation to the Data card and provide a letter of apology in respect of the poor customer service experienced.

## **12.20**

C complained that SP had charged more than agreed for two contracts and that C had been charged for minutes that should have been supplied as part of the inclusive package. SP explained that C had been advised in a welcome text that the minutes were pro rated and that SP's Terms and Conditions required that line rental be paid in advance. C paid off outstanding balance and phone was unbarred and then re- barred. SP explained that disconnection fee applied to account so that the phone was barred again.

The Ombudsman considered SP to have acted appropriately in the way it had charged on a pro rate basis but required SP to review 100 minutes of call charges that appeared to be have be charged for rather than as part of the inclusive tariff. The Ombudsman required that any identified amount should be applied to the outstanding balance.

## **13.0 Equipment**

### **13.1**

C signed up for one of SP's combined telephone and broadband packages. C complained that SP had never sent a modem to C to allow C to establish a connection, despite C asking for one on numerous occasions. C therefore arranged for C's services to be transferred to another service provider. SP maintained that C had only asked for a modem on one occasion, and this was sent to C.

The Ombudsman compared SP's log notes to C's telephone bills and concluded that SP did not have record of every occasion upon which C had contacted SP. Therefore, it was decided reasonable to accept C's version of events. In view of SP's apparent failure to send a modem to C, it was decided that C was entitled to cancel C's contract without penalty. SP was required to recalculate C's account so C was only charged for the telephone service, and then only for the period C was a customer. SP was required to reduce the account further as a goodwill gesture to recognise the inconvenience C had been caused. SP was also required to ensure any adverse information passed to C's credit file as a result of C's refusal to pay for a service C had not received was removed.

## **14.0 Faults (Equipment)**

#### **14.1**

C had faults with a handset in being able to receive or send MMS. SP acknowledged the technical issues and poor reply and offered penalty free cancellation and goodwill. It was found that C had been inconvenienced.

SP was required to offer C penalty free cancellation, send a cheque payment to C's Tinsley, which includes the credit remaining on the account and goodwill, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the provisional report.

#### **14.2**

C's mobile phone developed a number of faults. C's phone was sent away to be repaired but when C received it back it still did not work. C would like to cancel the service without penalty and receive rental back for when the service did not work. SP advises the phone could not be repaired and C was offered a replacement phone which they declined.

The Ombudsman found that SP had offered C a replacement phone which they had declined. Therefore, it was considered C should remain responsible for paying the termination fee should they decide to change SP. It required that SP maintain its offer of a replacement phone and apologise for any inconvenience caused.

#### **14.3**

C purchased two mobile phones from SP. The phones had problems and were replaced. One of the replacements had a fault, so C returned it. C complained that the SIM card on the phone C retained was barred, and therefore C could not use it. C therefore wanted the final account cancelled. SP disputed that the account had been barred, and refused to cancel the account. As C refused to pay, SP terminated it and charged C a cancellation fee.

The Ombudsman discovered that C's bills showed C had used the phone after C said it had been barred. Therefore, it was decided that SP was entitled to expect C to pay for the bills C had received, and was entitled to cancel the account when C refused to pay them. Several instances of poor customer service were identified, so SP was required to reduce the final amount outstanding.

#### **14.4**

C experienced problems with a handset which was repaired twice and then replaced with a refurbished model. C said that the problems continued and that the contract should therefore be cancelled without penalty. As SP is contracted to supply a telephone service only and handles repairs on behalf of the manufacturer this was not accepted. It was found that SP had acted reasonably in the way it had handled the repair process. Further complaint was made that SP had refused to agree a payment

plan when C experienced financial difficulties. As any such payment plan would be a commercial decision and commercial decisions are outside the Ombudsman's remit nothing further was said on that subject. SP made an offer to C which was considered reasonable and was therefore repeated as remedy.

SP was required to provide a replacement handset and provide a goodwill gesture that had been offered (in the form of a credit to C's account) and then inform C of the outstanding balance on his account.

## **15.0 Faults (Line)**

### **15.1**

C experienced a fault with their landline and complained to the Supplier. The Supplier resolved the fault but there was a delay in doing so. C requested to cancel their account, which the Supplier agreed to do without penalty. C continued to be billed and the Supplier confirmed an error had occurred. The Supplier closed the account and refunded service charges incurred after the disconnection date. C experienced a poor level of customer service. The Supplier offered C a goodwill payment.

The Ombudsman was disappointed the Supplier failed to take appropriate action. The Ombudsman was of the opinion that a clear shortfall in customer service has occurred. The Ombudsman required the Supplier to increase its goodwill payment, clear the account balance and write a letter of apology.

### **15.2**

C had a fault with their line which the Supplier failed to resolve. C reported the fault to the wholesale company and the fault was resolved quickly. C requested compensation but the Supplier stated that it did not pay compensation for faults. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to assist C in resolving their faulty. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

### **15.3**

C had fault on the line. Despite contacting SP the fault was not resolved. C transferred to another provider. C claimed compensation and claimed SP did not respond to letters. SP apologised for fault, but advised it did try and resolve C's issues. SP proposed a goodwill gesture, which C rejected.

The Ombudsman found that SP did try and contact C on a number of occasions to resolve the fault, but C was unavailable. The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition provide goodwill payment; to apply compensation for the period the line rental was unavailable and to ensure no charges were levied for the period where the line was faulty. C was expected to settle the outstanding balance on the account.

#### **15.4**

C ordered telephone, TV and broadband from SP. C was unable to connect to SP's telephone service and could only use the telephone by dialing a prefix number. C telephoned to complain but was still unable to use SP's telephone service. C requested compensation for the additional expense of directing calls through another supplier.

The Ombudsman considered there had been a number of shortfalls in the customer service provided and required SP to provide a goodwill credit in recognition of these shortfalls. In addition the Ombudsman required SP to refund the additional costs incurred by C on receipt of C's telephone bills and to provide a refund for the cost of photocopying and postage.

#### **15.5**

C reported a fault to SP. SP dispatched an engineer. The engineer could find no evidence of a fault. SP charged C an engineer call out fee. C disputed this, insisting there was a fault on the telephone network that the engineer had not detected. C also felt that SP had charged C for services provided after C had transferred to another provider.

The Ombudsman was concerned that the evidence suggested that the fault C experienced may have been intermittent, which would have explained why the engineer had not detected it. In these circumstances, the Ombudsman considered it reasonable to require SP to remove the call out fee. After examining C's invoices, it was decided that C had not been charged for the period after C had switched.

### **19.0 Installation**

#### **19.1**

C initially had one business telephone line. C subsequently ordered a new line from SP. Once it was installed, C asked SP to swap the numbers of the two lines. When the transfer was done, C lost the use of C's original business line for a few days. C tried to claim compensation for the delay in SP repairing the fault. SP rejected the claim on the basis that the new line had been installed on time.

The Ombudsman decided that under the Terms and Conditions of SP's contract, C was entitled to claim business losses if C suffered a loss of service. As this had occurred, it was decided that SP should not have told C that C was not entitled to claim business losses. However, the Ombudsman was not satisfied that the evidence demonstrated that C had actually suffered a financial loss. SP was required to apply a credit to C's account as a goodwill gesture to recognise some poor customer service C had received.

## **20.0 International Call Charges**

### **20.1**

The C checked C's charges online and found that SP had begun to charge C for calls that were previously free. The C disputed this with SP but the SP said the charges were correct and C had been advised of the change in policy.

After the Ombudsman service asked SP for its case file, the SP contacted C and agreed a resolution.

## **22.0 Internet Connection**

### **22.1**

C took out a new broadband package with SP. The C cancelled the package as C said that the modem did not arrive on three occasions. The C was charged for an early termination fee from the SP.

The SP supplied evidence to indicate that the modems were dispatched.

The Ombudsman considered that the C had not allowed sufficient opportunity to supply the service it had agreed to. The Ombudsman required no further action from the SP in respect of the complaint.

## **24.0 Mis-selling**

### **24.1**

Following discussions with a Local Business Advisor the complainant placed an order for a telephone system. The order matured but when the system was installed the complainant found that it was not entirely suitable to the complainant's needs so the complainant asked for the contract to be cancelled without penalty and SP to collect the system. SP refused so the complainant complained to the Ombudsman.

The complainant's argument to the Ombudsman was that the product had been mis-sold because SP had not provided a demonstration and had not installed the system within the "cooling-off period". The Ombudsman commented that there was no requirement on a seller to demonstrate a product and the complainant had gone ahead with the order knowing that such a demonstration had been refused. This was the complainant's decision and the complainant could not blame SP for a shortfall on the complainant's behalf. The Ombudsman also commented that cooling-off periods allowed a consumer time to consider whether to continue with an order and they did not provide for a period of evaluation of a product. The complainant accepted that the complainant had not cancelled within the cooling-off period and the Ombudsman could see no grounds for directing SP to cancel the contract without applying a settlement fee.

## **24.2**

C says was misadvised at point of sale that the phone was insured. C then reported phone broken and found out this was incorrect. C complains that no resolution has been offered and C would like the contract cancelled and the balance cleared. SP advised C brought phone through a third party reseller and so is not responsible. SP advised C has been offered alternatives such as purchasing a new or refurbished handset. SP has offered C a payment plan to pay the balance off.

The Ombudsman required SP to maintain its offer of a payment plan and found SP not responsible for the advice supplied to C.

## **26.0 Nuisance Calls**

### **26.1**

C complained of nuisance calls from another service provider's customers. SP investigated but could find no fault with its network. SP made the other service provider aware of the problem. SP offered C a renumber free of charge and Caller redirect for 12 months but C declined. C requested that SP resolve the problem. SP said that it could do no more as the problem was not with SP's network.

The Ombudsman said that after review of the information provided it was clear that SP had done all it could to try and resolve the problem. The Ombudsman viewed the offer of a free renumber and Call redirect as a reasonable resolution and urged C to accept this.

## **27.0 Number Porting**

### **27.1**

C requested the Supplier to port their mobile number but the company failed to do this. The Supplier stated that an error occurred with the initial port and C's previous provider had ceased trading so a further PAC could not be obtained. C experienced a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred which prevents C's port from going through. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

## **29.0 Premium Rate Services**

### **29.1**

C received a telephone bill from SP and discovered that C had been charged for a large amount of calls to a Premium Rate Service number. The calls had been made by one of C's children. C complained that SP had not alerted C to the large amount of unbilled calls on C's account before the bill was issued. SP argued that the calls had accumulated gradually, and therefore its high usage parameters had not been breached. It offered to reduce the amount outstanding on the account as a goodwill gesture but C declined the offer, wanting all Premium Rate Service calls to be cleared from the account.

The Ombudsman examined the bill in question and agreed with SP that the charges had accumulated gradually and that on no one day were charges excessive. And while SP could monitor accounts on a longer term basis, the Ombudsman considered it reasonable for SP to concentrate its resources on monitoring sudden increases of charges. On this basis, SP's offer was considered reasonable, and the company was required to implement it.

### **29.2**

C disputed making calls to a TV show's Premium Rate Service number. SP investigated the calls, and concluded that as no fault had been found, that C was liable for the charges.

In C's information provided to Otelo, C admitted calling the number, though not as many times as C had been billed for. C's bills were examined and it was found that the calls had been made at the time the TV show was on. The Ombudsman was satisfied that SP had conducted a thorough investigation into the disputed charges. In view of this, it was decided that SP was entitled to maintain the disputed charges. No further action was required.

## **32.0 Refunds**

### **32.1**

C cancelled C's landline account. When it was closed, there was a credit on the account. There was a delay in SP refunding this credit. C also complained about some customer service issues. SP accepted all of what C said. It eventually refunded the amount owed and offered C a further payment as a gesture of goodwill to recognise the inconvenience caused. C rejected the offer.

The Ombudsman considered SP's offer to be reasonable and required SP to make the payment to C.

### **32.2**

C signed up for a contract under which SP would refund 95% of the line rental C paid if C sent bills to SP. SP failed to send the refunds C was owed for, even though C had waited for several months. When C moved, SP failed to change C's address, and therefore C could not claim the refunds. C eventually cancelled C's Direct Debit in protest of the amounts SP owed. SP suspended C's services.

The Ombudsman was of the opinion that as SP had prevented C from receiving the payments C was owed, it was understandable that C had cancelled C's Direct Debit. SP was required to clear all charges added to the account after it had been suspended and to refund all the amounts C was entitled to claim. SP was required to make an additional payment to C to recognise the inconvenience caused.

## **34.0 Service Transfer**

### **34.1**

C enquired with SP about a new broadband package. The C decided against signing up but received a letter from C's existing service provider to advise that a transfer had been requested. The C contacted the SP to cancel the transfer but it went through.

The SP refunded all charges to C.

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

### **34.2**

C asked to transfer services to SP. On transfer C was unable to use it. C reported the fault but SP failed to restore the service. SP discovered that C had an incompatible line which should not have been transferred. C cancelled the service and requested compensation for mobile phone charges and inconvenience. C was unable to obtain another telephone service for five months from another provider and requested

compensation for the time without a telephone. SP made a final goodwill offer which C declined. C complained to Otelo.

The Ombudsman considered that SP had made a generous offer which should be maintained. The Ombudsman did not consider that SP was responsible for the delay C experienced obtaining another provider and therefore did not consider C's claim for further compensation was warranted.

## **39.0 Text Messaging (SMS)**

### **39.1**

C contacted SP to dispute some text messaging charges, but these were maintained. C's handset was subsequently stolen and C was informed that the line rental charges would need to be paid until the contract expired. C also disputed these charges and eventually the account was sent to a debt collection agency. A default notice was added to C's credit file, but C complained that this action should not have been taken. SP maintained all the charges as correct and declined to remove the default notice.

The Ombudsman concluded that C had been correctly charged by SP and therefore no refund was due. However, there was some evidence of some poor customer care and SP was required to apply a small goodwill credit to C's account and send C a letter of apology. C was also advised that C could add a notice of correction to the credit file, which would be seen by potential lenders. However, the default would remain on file.