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1.0 Auto Diallers

1.1

C received a bill with unrecognised calls to a rogue dialler. The calls were disputed but SP requested payment in full as it did not recognise that it had been at fault.

The Ombudsman considered SP had acted appropriately and that C had a responsibility to ensure adequate security software was installed to prevent such problems. No further action was required from SP with regards to this, but a small goodwill payment was required with an apology for the delays and shortfall in customer service.

1.2

C complained that SP had charged the account with calls that had not been made. SP clarified the calls had been made by computer equipment attached to its line. SP was not able to alert C to the unusual call pattern due to the low value of calls generated within a 24 hour period.

The Ombudsman considers C remains liable for the outstanding balance on the account. He requires SP to take no further action in light of this complaint.

1.3

C disputes premium rate (PRS) call charges. The Ombudsman concludes the responsibility and cost lies with C. The Ombudsman considers the level of customer service provided on this case was reasonable and SP responded to C's enquiries in an efficient manner. The Ombudsman accepts C continues to dispute the charges however no fault was found with SP's equipment and he considers the charges correct.

The Ombudsman considers C remains liable for the full amount of the outstanding balance. He requires SP to take no further action in light of this complaint.

2.0 Billing

2.1

C requested broadband from SP. SP provided the service but charged at a higher rate than agreed. SP failed to advise C of the reason for the charges and C complained. SP promised to investigate the matter but failed to contact C regarding the outcome. SP later explained that the service was charged at a higher rate because C did not have any other services with it. However, C explained that SP provided the telephone service. SP was unable to locate details of the accounts.

The Ombudsman was of the opinion that SP had confused the matter by failing to fully explain the difference between the two services provided for C. SP's failure to explain the situation resulted in a shortfall in customer service. SP was required to issue an apology, to credit the difference in package prices as a gesture of goodwill and to issue a further credit for the shortfall in service. Once done, SP was required to contact C to determine the best course of action in respect of the lines provided.

2.2

C complained that SP continued billing after a request was made for account closure. C complained but SP gave conflicting information on the telephone. SP then investigated more fully and advised C in writing that the account had been closed with the final disputed amount waived.

The Ombudsman considered this to be entirely appropriate and did not require any further action from SP.

2.3

C contacted SP on numerous occasions for a bill. SP did not provide a bill due to a system problem. SP advised the Ombudsman that due to a technical error it would provide C with a goodwill payment. The Ombudsman considered C had received a shortfall in service levels and required SP to provide C an apology, bills from a certain period and increase the goodwill payment.

2.4

C complained that an account was closed with SP when transferring to a new service provider. However, SP maintained its billing of C's old account. The bills were disputed but SP requested payment in full as it did not recognise that it had been at fault. SP provided no case file and so there was no reason to doubt C.

The Ombudsman considered C had closed the account in the prescribed manner and had experienced poor customer service for which an apology and goodwill gesture was required.

2.5

C migrated service to another provider but continued to be billed by SP. C called SP, sent emails and letters but received no resolution. SP said that due to a system error C continued to be billed. SP said that after investigation it removed the outstanding balance.

The Ombudsman said that C had received poor customer service from SP. Sp failed to resolve the issue at an earlier opportunity and when SP had refunded the outstanding

balance it failed to inform C of its actions. SP to send a letter of apology and award a nominal goodwill payment.

2.6

C had agreed to a 12 month contract with SP but experienced high usage as the phone was being used by C's daughter. Therefore, C contacted SP and requested that it reduced C's call limit to a certain amount and although SP agreed to this, the next day C's call limit was increased to an amount higher than what it was initially. C then received another large bill and found that the call limit had increased and complained to SP. SP maintained that it was within its rights under the Terms & Conditions to do this. C continued to complain but SP maintained its position. C also made a Subject Access Request to SP but did not receive a response to this. In this instance although SP's Terms & Conditions were acknowledged, as well as the fact that C's daughter was using the phone and that call limits should not be relied on to monitor usage, it was considered in this instance to be poor customer service from SP as it was found that C's call limit was increased the day after the reduced limit was agreed, therefore giving C a false impression of its purpose. It was also considered not to have been beneficial for SP to have taken this step. Taking into account the fact that the charges were actually valid, it was required to apply a goodwill credit to C's account and provide C with an apology for the incorrect information given. SP was also required to adhere to C's SAR, free of charge.

2.7

The Ombudsman concludes that based on the information provided it is likely C agreed to an upgrade as stated on SP's records. C disputes having received the full text allowance. The Ombudsman was only privy to two bills that did show SP had provided the texts therefore considers further verification of the accounts is required.

The Ombudsman notes that there was an initial delay in the implementation of the upgrade and administration and customer service issues pertaining to C's billing issues. The Ombudsman does not however consider SP has breached its agreement with C and can find no justification from releasing C from the liability to pay the early termination fee and outstanding balance on the account.

In summary the Ombudsman requires SP to investigate if the text message credit was applied from the outset of upgrade to the termination of the account and recalculate the accounts accordingly; make a goodwill credit equivalent to 50% of the early termination fee in recognition of the customer service issues raised and the costs C incurred when seeking resolution to the complaint; mark C's credit file as settled on receipt of the balance of the account.

2.8

C cancelled service with SP but continued to receive bills from SP. Despite SP promising to stop the billing and the Debt Collection letters C received further bills. SP

assured the Ombudsman that action had now been taken to stop the billing. The Ombudsman required SP to provide C an apology and a goodwill gesture. Furthermore, he recommended SP to review its systems and procedures to ensure no further bills are sent.

2.9

C was a customer of SP but failed to receive a bill for a period of approximately six months. Due to this C eventually transferred away from SP, but then failed to receive a final bill. C had contacted SP on many occasions regarding this but was given incorrect information. In its response to the investigation, SP acknowledged its errors and maintained it was still working towards C receiving a final bill and any applicable credit refund. SP's admissions were welcomed and it was required for SP to continue with this course of action. However, it was also found that C had continued to receive poor levels of customer service from SP throughout this matter. Therefore, SP was also required to provide C with a goodwill payment and an apology.

2.10

C requested the transfer of services but experienced many problems. SP failed to transfer on the agreed date, failed to provide all services, and cancelled a service without notification. C claimed for lost business but SP rejected the claim. C then raised queries regarding billing of the account and SP credited back incorrect charges. SP continued to correspond with C using an old address but SP apologised to the new owner for this error.

The Ombudsman was of the opinion that there had been a shortfall in service and that the delays were due to SP's errors. It was clear that C had experienced some considerable inconvenience and SP was required to apologise and issue a goodwill credit for this. SP was also required to recalculate bills and reprovide the service once the account was settled.

3.0 Broadband

3.1

C agreed to SP's broadband service but experienced continual connection problems with this. C contacted SP and complained continuously but to no avail. C was advised by SP that C would receive replacement modems, but these did not arrive. Therefore, C sent letters to SP, including a hand delivered letter to one of its offices, but received no reply. For investigation, SP acknowledged C's connection issues and also that it did not take all necessary steps to combat this. SP proposed the closure of C's account without penalty and this was considered appropriate. However, it was also considered appropriate for SP to refund C the connection fee C paid initially, and also a further goodwill payment in lieu of the shortfalls in customer service C had received throughout.

In addition SP was also required to remove any marker it held over C's line so that C was able to access the services of another supplier.

3.2

C did not receive the broadband service. SP advised the Ombudsman that a refund would be given and the account would be cancelled as the broadband service was not used. SP also stated that it could not provide the service on a residential line for business purposes. The Ombudsman appreciated SP's proposal and considered this was acceptable, but considered that SP should have advised C from the outset of the problems on the account. SP was required to provide C an apology for poor service, refund, and cancel the account without penalty and a goodwill payment.

3.3

C's broadband service stopped working when a re-grade was ordered. Despite a number of contacts with SP the issue was not resolved. SP advised the Ombudsman that the service failed due to the MAC code not being used and a payment not being made. The Ombudsman discovered that this was not the case as SP had previously advised C that the delay was due to excessive orders being placed by other customers. SP was required to provide C a goodwill payment for poor service, credit refund for loss in service and an apology for the shortfall in service levels.

3.4

C asked SP to supply a broadband service, but no modem was supplied. C contacted SP on a number of occasions about this, but nobody took ownership. It was considered that C had received a poor service from SP due to no ownership being taken. It was proposed to the Ombudsman that SP provided C a goodwill gesture, an apology and refund the broadband costs due to no service.

3.5

C received confirmation of the broadband service go live date late. The modem arrived two months later. SP advised C that it would apply a credit for the unused broadband service but refused to cancel the broadband service due to there being a contract. The Ombudsman was of the opinion that although the provisioning the broadband service late by a few days was acceptable in this instances the fact that the modem was delivered two months late was not. The Ombudsman required SP to cancel the broadband service without penalty; any charges levied are either to be refunded or cleared as a goodwill gesture; to issue a final bill for the telephone line account so this could be paid; to provide assurance that the broadband service account has now been fully closed displaying nil balance; and to provide assurance that no adverse information has been recorded against the customer's name in relation to the matters raised in the complaint, and if any has, it has now been removed or amended.

3.6

C ordered a package of services from SP which included a broadband service. There was a delay in the provision of the broadband service and C asked for cancellation of this service. C sent letters of complaint to SP about delays in it providing the service but whilst SP cancelled the service it did not respond to any of C's complaints.

In cancelling the services, SP applied a broadband connection fee to C's account. C wanted this charge withdrawn and SP agreed to do this. C accepted that C was responsible for all other charges on the account but had withheld payment because of the connection fee SP had applied.

The Ombudsman decided that SP should maintain its offer of withdrawing the connection fee and that there had been shortfalls in customer service which SP should recognise by sending C a letter of apology and making a small goodwill gesture to C.

3.7

C requested that SP move C's broadband service to C's new premises. There was a delay of a few days in SP providing the service. As a result C lost C's business. C wanted SP to pay C substantial compensation. SP referred to its Terms and Conditions, which stated that it was not liable for business losses, and offered a small payment as a goodwill gesture.

The Ombudsman was of the opinion that although it appeared clear that SP caused the delay in providing broadband at C's new premises, according to the Terms and Conditions SP was not liable to pay compensation to C for the subsequent losses. Therefore, SP's offer was considered reasonable, and SP was required to make the payment.

3.8

C complained that broadband service with SP had been intermittent since activation. C had called Sp and sent letters but remained dissatisfied with the responses received. C requested a refund of rental and cancellation without penalty. Sp said that the problem was due to infrastructure of the landline.

The Ombudsman noted that evidence of infrastructure problems was not provided to the Ombudsman as evidence. The Ombudsman was concerned that C had had an intermittent service for approximately six months without resolution. She was also concerned that C had been misadvised by SP. SP to provide C with a MAC code, allow the service to transfer without penalty and refund 50% of the rental paid. SP to also award a nominal goodwill payment.

3.9

C has not been able to connect to SP's broadband since installation. C has called SP and been promised call backs but these have not been received. C requested cancellation but was informed would be charged a penalty fee. SP said it had not been able to establish what the cause of the problem was. SP admitted it had not made promised call backs to C.

The ombudsman said that C had received poor customer service from SP. Sp to cancel the contract without penalty and remove the outstanding balance as goodwill. SP to send C a letter of apology.

3.10

The Ombudsman considers SP failed to provide an adequate level of customer service at times on this case. The Ombudsman concludes that due to a long line issue SP was unable to provide C with its broadband service. However, the Ombudsman was disappointed that this matter took several months to determine. In the interim, C made numerous calls, wrote letters, and sought independent technical advice, seeking resolution to the connection difficulties. The Ombudsman considers C was inconvenienced and incurred costs in doing so. SP terminated the contract and provided a refund for the service however C continued to seek compensation for the costs he incurred.

In summary the Ombudsman requires SP to provide a refund of the fee that the Computer Specialist charged for checking C's PC on receipt of the receipt/invoice; provide a contact name and an address of where to send the receipt and report to; ensure the broadband account is fully terminated, the balance cleared and all payments made in relation to the service refunded in full; clear the telephone calls made from the line in goodwill; make a goodwill payment by cheque in recognition of the costs and inconvenience C experienced; issue a formal letter of apology.

3.11

C subscribed to SP's broadband service. C experienced several problems, and was unable to use the service. C requested that SP cancel the service without penalty, and waive all charges. SP stated that C was in a contract and therefore would not be released.

The Ombudsman was of the opinion that as SP was responsible for the problems that meant C could not use the broadband service, that SP should be required to release C from the contract without penalty, and all charges waived. In addition, as SP had ignored C's letters and not called C back when it had promised to do so, SP was required to make a payment to C as a goodwill gesture.

3.12

C subscribed to SP's broadband service. C was unable to establish a connection. C called SP. C stated that SP offered no help to C. C therefore cancelled the service. SP charged C a termination fee.

The Ombudsman accepted that from time to time customers will experience problems establishing a connection, for a variety of reasons. In such circumstances it was considered reasonable for providers to expect customers to report these problems. C did this, but SP offered no help. Therefore, C was unable to use the service. Due to the lack of help from SP, the Ombudsman considered it reasonable to require SP to refund the termination fee.

3.13

C contacted SP with issues relating to broadband, delays, connection problems and disputed payments. SP maintained that the charges should be maintained as C did not follow its correct fault reporting process.

The Ombudsman concluded that C has received a service shortfall with regards to having an intermittent broadband service, delays, lack of promised call backs and with SP not taking direct ownership of the complaint. The Ombudsman noted SP's comments regarding that C is required to report any faults via its Technical Department, however there is clear contradiction regarding this advice and what is set out in the companies terms and conditions. The Ombudsman considers that this has added to C's confusion.

Therefore, SP is required to offer C four months free broadband as a goodwill gesture and a goodwill payment, by cheque, which covers the costs in contacting the company, along with a letter of apology. SP should also contact C directly, via telephone to ensure that C has received the appropriate connection details and that C has a functioning and usable broadband service. If C does not have a usable broadband service, then SP should increase the goodwill gesture to six months free broadband and a goodwill payment also increased.

3.14

The Ombudsman considers cases based on the information submitted by both parties to the complaint. On this information the Ombudsman accepts the initial delay was due to C's line having DACS activated therefore this had to be removed before SP could activate its service. The Ombudsman considers it is likely that SP provided its broadband service up to the time of complaint. Discussions were opened when C reported a fault with his service, however, the engineer's report confirmed that the tests showed the service was available despite a long line and therefore SP maintained its charges. The Ombudsman notes SP is prepared to cancel the service with effect from the expiry of the minimum terms of service. The Ombudsman accepts this as a reasonable settlement to the ADSL dispute.

With regards to the dial up issues, the Ombudsman found no evidence that C requested the cancellation of the service.

In summary, the Ombudsman directs SP to:

- cancel the ADSL service with effect from the expiry of the minimum terms of service and refund any overpayments made; and
- backdate the dial up service cancellation and refund any overpayments made if C provides written proof of the cancellation request.

3.15

C contacted SP with issues relating to broadband, connection problems and poor customer service. SP accepted a service shortfall but advised that the delay was caused by a marker being placed by a previous provider.

It was concluded that C had been inconvenienced with regards to the provision of the broadband service and the delays incurred. However, the direct delay seems to have been because an active ASDL marker was on the line. It is clear however, that C was not shown a level of customer service normally expected and this is a service shortfall.

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

SP was required to cancel the telephone and broadband package without penalty
Refund any charges taken for the broadband service (if any)
Send confirmation that the account is fully closed with a nil balance
Offer a goodwill gesture payment, by cheque
Send a letter of apology for the overall poor experiences to date

4.0 Call Limit

4.1

C agreed to upgrade and tariff change with SP. C said that SP said that C had a call limit. C then received a large bill from SP and disputed this. Sp arranged to recalculate the bill to previous tariff but C remained dissatisfied as the bill was larger. SP maintained that it was its final response.

The ombudsman noted that SP had not addressed the call limit issue but advised that SP's terms and conditions clearly stated that it did not provide call usage limits. The Ombudsman concluded that a misunderstanding may have taken place at the point of sale. With this in mind the Ombudsman requested that SP remove the termination fee as goodwill but that C remained liable for the disputed bill and any calls exceeding the tariff until the service was barred.

4.2

C agreed a call bar limit with the SP, but was unhappy when it was later discovered that these hadn't been applied for a three month period, and this had led to calls charges being incurred far above the agreed limit. The SP highlighted that a call limit could not be guaranteed and confirmed that this had been explained to C several times prior to this dispute.

The Ombudsman concluded that the SP had acted reasonably and had correctly applied the agreed Terms and Conditions. She required no further action to be taken by the SP; however she recommended to the SP that it should contact C with the offer of a repayment plan.

5.0 Cancellation

5.1

C registered for calls and Broadband with SP. However, C was unable to establish a Broadband connection and experienced difficulties contacting SP to try and resolve the problem. C also disputed charges SP had applied to the account. C cancelled the services, but disputed charges on the final bill.

SP acknowledged that C may have experienced difficulties contacting it. However, it considered that C had cancelled without giving it an opportunity to resolve the connection issue. SP confirmed that it had applied a credit to C's account equal to any call charges C had incurred trying to contact it.

The Ombudsman considered the credit applied by SP to be reasonable. The reasons for the Broadband connection problems were unclear, but the number of calls C had made to try and resolve the issue was noted. The Ombudsman required SP to send a letter of apology, apply a credit as a gesture of goodwill in respect of the inconvenience C had experienced and contact C to arrange return of the modem.

5.2

C complained that SP had not cancelled C's contract as C had requested. SP maintained that it had no record of receiving C's initial cancellation request. When it received C's "second" request, it cancelled the account as per its Terms and conditions.

The Ombudsman decided that as there was no evidence to support C's assertion of when C had request the cancelled the contract that SP was entitled to charge C up until it cancelled the service. No further action was required.

5.3

C asked the SP to cancel her account as she outside the minimum contract period and did not wish to continue. The SP however continued to send bills and despite numerous requests by C the SP was unable to action the request effectively. The account was eventually disconnected due to non payment and not as a result of her complaint. The Ombudsman required the SP to provide C an apology for poor service and in recognition make a goodwill payment and also ensure no adverse information is held against C.

5.4

C agreed to C's telephone and broadband service but prior to their activation, C contacted SP in order to cancel the order. However, SP only cancelled the telephone order and not the broadband order, therefore the broadband facility became active and C started to receive bills. C complained to SP about this and requested cancellation on several more occasions, but again this was not actioned. From the evidence provided it was considered that C would have contacted SP to cancel both services initially, as C ad cancelled both Direct Debit's prior to this, and also C had not used the service. The investigation also found that C had received poor levels of customer service from SP. Therefore, SP was required to confirm the closure of both accounts without penalty and with a zero balance, provide C with an apology, ensure no further billing and also ensure that SP removed a marker it held over C's line.

5.5

I conclude C suffered a shortfall in customer service when seeking resolution to this complaint. SP set up its broadband service without C's authority and then delayed in cancelling the account. It then delayed in issuing a MAC.

In summary, I propose the Ombudsman would require SP to:

- Disconnect and cancel the broadband account without penalty;
- Clear the outstanding balance on the account in goodwill;
- Make a goodwill payment in recognition of the costs incurred; and
- Provide a refund of all payments made for the service by cheque.

5.6

The Ombudsman concludes SP failed to provide an adequate level of customer service on this case. It failed to disconnect C's services as requested and failed to correctly cancel the account. It continued to bill C for a service no longer received.

In summary the Ombudsman would requires SP to;

- ensure the account is fully terminated with a nil balance;
- make a goodwill gesture payable by cheque;
- issue a formal letter of apology for the delay in addressing C's complaint including an assurance C's credit history has not been adversely affected by its actions.

5.7

C asked the SP to cancel a mobile account in both a letter and an email. The SP later advised it had no record of one being received, however C provided a copy of an emailed response from the SP confirming it had failed to take the corrective action. This led to a long dispute in which the customer complained about the SP also incorrectly refusing to close a second account, even though the contractual commitments had been fulfilled. C continued to receive demands and threatening letters, and further complained about letters not receiving a response. On review the SP decided to cancel both accounts and cancel any outstanding balance.

The Ombudsman concluded that the SP had failed to investigate C's complaint correctly, in addition to failing to take the necessary corrective action. The Ombudsman also considered that the SP had failed to provide an adequate level of customer service. In resolution the Ombudsman required the SP to send a letter of apology, provide written confirmation that both accounts have been closed with a nil balance, confirm that no adverse information had been recorded, and send a goodwill cheque payment.

6.0 Carrier Pre-Select

6.1

C agreed to transfer their CPS service to the SP. C highlighted that the SP had guaranteed this would be completed without the previous provider imposing early termination fees, but this was not the case. C requested a refund of these charges from the new SP, but it maintained a payment would not be made as no guarantee was made.

After reviewing this matter it was concluded that as the SP had sent C a very specific letter stating the transfer would be made at no cost then it was reasonable for C to expect a refund. However, it was welcomed that when this dispute could not be resolved that the new SP allowed C to transfer services without penalty. In resolution the SP was required to send a letter of apology and provide a refund of the charges involved as a gesture of goodwill.

8.0 Customer Service

8.1

C ordered two telephone lines from SP which required confirmation of C's credit worthiness as C was not registered on the electoral role. Two separate accounts were applied for which caused confusion and only one confirmation of credit worthiness was only received for one account. The second was refused. When it was established what had happened and that SP was at fault for not putting both applications together SP offered a letter of confirmation but this was not forthcoming. SP accepted the complaint as made and offered a letter of apology and a small goodwill gesture.

It was considered that SP's offer was appropriate but it was required to also provide the confirmation of the previous events that it had previously failed to provide.

8.2

C complained that a service from SP did not work. C complained but SP found that the fault was not directly attributable to its services. However, it did offer a goodwill gesture to cover the period that C could not use its service.

The Ombudsman agreed with SP's findings, but also considered there had been a shortfall in customer service for which an apology was required.

8.3

C requested to transfer a service package to a new address. SP agreed but failed to disconnect the old service or provide the new one at the new address. C complained to SP on many occasions and the transfer was promised each time. However, it was several months before the full service was available. In the meantime, SP continued to bill for the old service and referred the account to a debt collection agency. C claimed that SP had caused considerable stress and asked for compensation from SP.

The Ombudsman was of the opinion that there had been a shortfall in customer service and SP was required to apologise for this. SP was also required to issue a goodwill credit equivalent to a short period of free service, to provide a goodwill payment to C to cover the cost of obtaining a credit report from the relevant agencies and to issue a further goodwill payment in recognition of the customer service shortfall. However, SP was not required to issue any further payments in respect of the specific issues raised by C as C had not provided evidence of these.

8.4

C agreed to a broadband service from SP, but then cancelled the order prior to the service being provided, and within the cooling off period. However procedural errors led to the order being processed and bills sent to C. C was unhappy and complained to SP, and despite assurances being made by SP, it failed to resolve this matter. C also complained about SP failing to respond correctly to letters and promised call backs.

It was concluded that SP had failed to take all necessary corrective action after C made a valid cancellation request. Therefore in full consideration of all information, including the customer service issues raised, SP was required to send a letter of apology. It was also required to provide written confirmation that the account and outstanding balance had been cancelled. This was to be provided with a refund of the connection fee paid by C, and a further payment as a gesture of goodwill. SP was also required to provide written confirmation that this matter had not affected C's credit rating, with a recommendation that SP reviewed this matter to see where improvements could be made.

8.5

C received a bill from SP, even though C had cancelled the account a year previously. C complained to SP, who informed C that it was its error and it would be corrected. As C received further bills, C complained further to SP. C received a copy of a fax sent to a Credit Reference Agency, which concerned C, as C worried that the credit file held by SP may hold adverse information which would affect C's ability to obtain credit in the future. SP responded to C and confirmed that an error had occurred, but the account had been cleared and closed and action had been taken to ensure that C's credit rating had not been affected.

The Ombudsman concluded that SP had admitted the error and had taken the necessary steps to resolve C's complaint. However, SP was required to provide C with written confirmation that the account had been cleared to zero and closed and an apology for any stress and inconvenience should be provided.

8.6

The Ombudsman considers C has suffered a shortfall in customer service on this case. Due to SP's poor administration a payment was misplaced that C had paid via online banking. SP was not timely in its investigations into this matter and the complaint became protracted. In the interim period C's services were repeatedly restricted thus causing great inconvenience and costs.

In summary the Ombudsman directs SP to provide a letter of assurance that C's credit history has not been adversely affected by its actions; terminate the account without charging an early termination charge or administration charges in goodwill; maintain the outstanding balance on the account.

8.7

C was promised a credit that did not appear to have been applied to the account. Further problems were experienced when the credit card used to pay for the account expired and SP did not make this clear to C so the account fell into arrears. As this problem was allowed to continue and letters about it went unanswered SP agreed to provide a credit for three months broadband subscriptions but later commented that as this was not used by C it was cancelled and reapplied manually to the account. This was unclear to both C and the Ombudsman and this was considered poor customer service by the Ombudsman. Further letters were sent to SP which also went unanswered which was considered poor customer service also.

The Ombudsman required SP to provide an explanation and apology to C. This was to demonstrate where and when the credit was applied and if it had not already been applied it was to provide the credit by cheque. SP was also required to provide a goodwill gesture for its poor customer service.

8.8

C requested a broadband service from SP but was unable to connect. C reported the problem to SP but experienced significant delays in service. SP failed to return calls promptly and the connection was not provided until some months later. C sent a written complaint to SP but SP did not respond. C claimed that the cost of calling SP's support line was high and asked for a refund of the cost. C also claimed that a free trial period of an additional service had expired before the connection was provided.

The Ombudsman was of the opinion that while SP had resolved the matter and investigated appropriately, C had experienced unreasonable delays in the provision of the service. SP was required to issue an apology, to apply a credit equivalent to the connection fee and to provide the free trial period again for C. SP was also required to issue a further small goodwill payment in recognition of the cost of calls and the shortfall in customer service.

12.0 Disputed Charges

12.1

C cancelled the subscription service with SP. As this was not actioned by SP due to a system error C received bills from C. SP admitted that the service it delivered was poor and agreed to clear the charges. The Ombudsman welcomed SP's proposal but required SP to provide an additional goodwill credit and assurance to C that no adverse information had been recorded against C's name.

12.2

C signed up with SP and agreed to a package. As SP had problems with its network provider it could no longer provide the agreed deal to C. Following numerous contacts with SP it later agreed to provide the original deal. C claimed to have received poor customer service levels and disputes charges. The Ombudsman welcomed SP's proposal to recalculate the charges based on the new package and required SP to provide C an apology for poor service and a goodwill gesture.

12.3

C informed the SP that they were moving house, subsequently requesting the services to be transferred. The SP advised it was unable to provide a service in the new area, with C complaining that the SP had unfairly applied an early termination charge due to their failure to fulfil the minimum term agreement.

C concerns were understandable, but it was clear that the SP had correctly applied the Terms and Conditions in such circumstances, and that C should remain responsible for the disputed charges. However, C also complained about the SP failing to apply to

some introductory credits, therefore the SP was required to investigate this fact and ensure any payments due were refunded.

12.4

C asked to cancel an account with SP which SP agreed to do. During the cancellation period SP contacted C and offered to keep the service active for a free period. C accepted the offer but was then disturbed to receive billing from SP for it. C complained about this and it was established that a systems input error by SP had caused the problem. SP did not rectify the system error and C once again received billing. C complained again and SP promised to refund charges C had made, but SP did not fulfil the promise and C had to chase this up with it.

The Ombudsman noted that since bringing the complaint to the attention of SP it had arranged to raise and send C the promised refund and it had sent a letter of apology. The Ombudsman commented that SP should ensure that it sent out the cheque as promised. She also noted that in addition to refunding the charges SP had made a goodwill gesture to C and taken with the letter of apology SP had sent, this provided satisfactory redress for the customer care failures in the case.

12.5

C said transferred service to another provider but continued to receive bills for calls from SP. Sp said that service had transferred away but C had then requested to transfer service back. SP said that C also had a pre-dialler plugged into her telephone line which meant that some of her calls were billed by SP. C sent letters to Sp but received no response. SP provided evidence to show it had responded and had now cancelled the account and removed the remaining balance as goodwill.

The ombudsman said after review of the evidence provided that no further action was required by SP.

12.6

C complained that SP charged for repair work that was its responsibility. C complained several times by phone without a resolution and wrote, but did not get a response. SP stated the fault was due to C's equipment.

The Ombudsman concluded that SP had not demonstrated that the fault was C's responsibility and required the disputed charge to be waived. It was also directed to make an apology and a further goodwill payment.

12.7

C claims BT bills that C paid at the Post Office. However, C's preferred method of payment was by Direct Debit. SP has no record that C paid via the Post Office or that it

issued bill. SP's issued copies of the statements for the periods in dispute and C claims SP has asked for payment twice for the same charges. Based on the evidence presented to the Ombudsman's office there is no proof that payment was made at the post office, or that C was double billed.

SP refunded the charges for the copy statements as a goodwill gesture and credited C's account in goodwill for the inconvenience caused.

In summary the Ombudsman requires SP to take no further action.

12.8

C had a contract with SP for line rental and broadband. C experienced difficulties with the broadband connection and was unable to connect one month into the service. C cancelled the service and transferred to another provider. C was unable to transfer the broadband service because of SP's marker on the line and SP failed to remove it. C was also billed for line rental after C had transferred to another provider and SP failed to refund his over payments. C complained to Otelo.

SP accepted that there had been a billing error and agreed to refund the over payment to C. It had also placed a marker on the line and had been unable to re-provision its own broadband service to C which had caused the problems with the connection. SP agreed to waive any early cancellation fee for the broadband and advised that it was investigating the marker.

The Ombudsman required SP to refund the over payment and required it to make a goodwill gesture for the distress and inconvenience caused. The Ombudsman also required SP to waive any early cancellation fee and to remove all markers on C's line. In addition SP was required to send a written apology to C.

12.9

C was cold called by SP and agreed to purchase a new phone with a discounted tariff for a minimum contract term. SP did not apply the tariff and C suffered disconnections due to exceeding a credit limit that was applied to the previous agreement. C complained about this but SP did not correct the error. C then accepted a credit from SP on the understanding that the problems would be resolved. They never were. C wanted to cancel the contract early without incurring an early termination charge.

The Ombudsman decided that C had not received the services SP should have provisioned at the agreed price and had not taken adequate steps to resolve the problem. She concluded that in these circumstances C should be allowed to cancel the contract without incurring a penalty and C should be provided with recalculated final billing in line with the agreed tariff.

12.10

C contacted SP with issues regarding disputed charges, contract cancellation and poor customer service. SP maintained the charges as correctly raised as C did not contact it cancel the agreement and therefore any usage made was C's accountability.

The Ombudsman concluded that C was accountable for the disputed charges and that this was clearly set out in SP's terms and conditions of sale. However, SP did not respond to C's letter and this was a service shortfall. Therefore, SP was required to offer C a goodwill gesture credit against the remaining outstanding balance along with a letter of apology and should offer C a re-payment plan to help reduce the burden of the outstanding debt.

12.11

C contacted SP regarding payment of SP's bill and it was agreed to delay this for a week. Yet SP then proceeded to restrict C's account. C claimed a loss of business to SP and although it offered C a goodwill payment as recompense, this was rejected. The Ombudsman welcomed SP's admissions in this case as it was clear that the bar was placed on the account due to SP's error. The Ombudsman was satisfied that this was a shortfall in customer service. However, he also considered that SP had acted to reinstate the service as soon as possible and also offered C adequate recompense for this matter. The Ombudsman found that in line with the Terms and Conditions, SP was not liable for any loss of business. Therefore, the Ombudsman required SP to reinstate its previous goodwill offer.

12.12

C cancelled a broadband service with SP but SP charged for a further short period. C complained about the charges and SP explained that the contract term had been extended when the speed was increased. C claimed that SP had not notified of this increase and asked for a refund of the charges. C sent letters of complaint but SP claimed that it did not receive them and therefore responses were not issued. C claimed compensation from SP for the stress caused by this matter.

The Ombudsman was of the opinion that as SP could not confirm notification of the extended contract term the charges were not warranted. The Ombudsman was also of the opinion that one letter might go astray but it was unlikely that none of C's letters were received. SP was required to issue a letter of apology, to refund the broadband charges applied after cancellation of the service and to issue a small goodwill payment for the failure to respond to letters. SP was not required to provide compensation because the level of stress C claimed to have experienced could not be supported.

12.13

C requested a call bar facility, but received a bill for charges above the agreed limit. C also considered that SP had incorrectly applied insurance charges to the account. SP

disputed that C had requested a call bar facility, but agreed insurance charges had been incorrectly applied.

The Ombudsman concluded that there was insufficient evidence to determine whether C had requested a call bar but considered SP had incorrectly charged C for insurance which was reflective of a shortfall in customer service. As SP had already credited C for incorrect insurance charges, Ombudsman required SP to send a letter of apology and provide a goodwill credit in respect of customer service issues identified.

12.14

The Ombudsman concludes a fault occurred when transferring the service. The Ombudsman is satisfied that SP provided adequate financial redress for the period of loss of service and credited the account accordingly.

C disputes the transfer was made and claims SP has continued to charge for calls on its system. Based on the evidence provided, the Ombudsman considers general call charges were routed by the new provider and Premium Rate, mobile and certain additional service charges were correctly maintained by SP.

The Ombudsman acknowledges that the customers service on this case as inadequate at times. The Ombudsman notes SP's previous goodwill credit in recognition of the issues raised and considers this a satisfactory level of redress. The Ombudsman does not require any additional action on this case.

12.15

C complained to SP about a debt that was being pursued by a debt collection agency. SP incorrectly advised C that there was nothing outstanding, but the debt actually related to another company acquired by SP and was therefore not showing on its system, as the debt had been sold prior to the takeover. As a goodwill gesture, SP offered to half the outstanding debt as a resolution to the complaint.

The Ombudsman concluded that the amount offered by SP was fair and reasonable in this case and that C was liable for the remaining balance.

13.0 Equipment

13.1

C contacted SP with issues relating to faulty equipment, delays and poor customer service. SP acknowledged the faults and stated that a replacement was sent.

The Ombudsman considers that C has been inconvenienced with regards to the faulty handsets, delivery errors, delays and poor customers' service. These are clear service shortfalls.

Therefore, keeping in mind the credit previously offered, SP was required to offer C a goodwill gesture payment, by cheque for the overall poor experiences to date with a full written apology for the service errors experienced. SP should also contact C and make arrangements for his current handset to be collected and replaced.

14.0 Faults (Equipment)

14.1

The Ombudsman concludes C reported a fault to SP and complained that the engineer's appointment was not made during the period C was free from work. The Ombudsman accepts SP is not directly responsible for the allocation of appointments and it tried to accommodate C's requests. Had C been available for the original appointment the Ombudsman considers the problem would have been resolved sooner.

The Ombudsman acknowledges C actively sought resolution to the complaints and incurred costs when doing so. The Ombudsman notes SP has provided compensation in accordance with the terms of its Fault Guarantee Scheme for the period C was without service. In addition SP made a small goodwill gesture for the inconvenience caused.

The Ombudsman considers the overall handling of this case was adequate and there was only evidence of a couple instances of customer service issues. The Ombudsman accepts that D was inconvenienced by the noises caused by the line faults.

In summary the Ombudsman requires SP to make an additional goodwill payment in settlement to this complaint.

15.0 Faults (Line)

15.1

C raised fault with SP due to no dial tone. Two engineers are visited and after the third fault the problem was resolved. C then received a large bill charging for the visits and repair. C disputed this with SP. SP maintained and sent a deadlock to C.

The ombudsman said that the evidence provided by SP did not prove that the fault was with C's own equipment. The evidence provided pointed to a line fault. The ombudsman also said that C had not been informed by SP prior to the visits that costs may be charged. The Ombudsman required SP to refund C with the disputed charges.

15.2

C had several faults with a telephone line. On each occasion the faults were reported to SP, but it took SP several months to fully address the underlying problem. SP did offer C a reasonable amount of recompense, but this was by a credit applied to C's account.

C was unhappy that SP had not provided the goodwill amount by cheque. C wrote a letter of complaint to SP, but no response was received.

The Ombudsman concluded that SP was required to provide a goodwill payment by cheque for failing to respond to C's letter, provide written confirmation as to what credits were applied to the account for loss of service and also whether SP was able to action a further request raised by C.

15.3

C experienced a fault on C's line. C reported the fault to SP. SP arranged for the fault to be repaired. There were delays. Some were unavoidable due to work that needed to be carried out. Some were caused because of customer service failings. SP offered compensation to C. C was not satisfied that the amount offered was adequate.

The Ombudsman agreed with C that the offer made did not fully recognise the problems SP had caused. SP was required to make a further goodwill payment to C.

18.0 Information Disclosure

18.1

C left the marital home and set up another telephone account with her SP from her new address. The previous account was also in C's name and C was advised to contact her husband for him to change the name on the account. C's husband contacted SP who disclosed the new address and telephone number of his wife contrary to C's specific instructions. This caused distress and anxiety to C. C complained and SP apologised and offered compensation. C refused and complained to Otelo. C requested compensation to cover the cost of additional security measures at her home and requested a new number.

The Ombudsman considered that the customer service had been very poor causing distress and anxiety to C.

The Ombudsman required SP to provide a goodwill gesture to compensate for the shortfall in customer service and considered that this amount was sufficient to install additional security measures. The Ombudsman also asked SP to investigate the possibility of providing C with a new number and to change the number if this was possible.

19.0 Installation

19.1

C complained that a service from SP was not operational. SP stated that C was advised of a fault and could use it but without benefit of the requested service. SP offered a goodwill gesture for the period that it was unavailable.

The Ombudsman considered the goodwill gestures were appropriate but required an additional apology and small goodwill payment for the shortfall in customer service that C had experienced.

19.2

C agreed to SP's broadband and telephone services but was never able to connect the broadband service. C contacted SP about the problem and it attempted to troubleshoot, yet C then wanted cancellation and uninstalled the equipment. SP advised C that C could not cancel without penalty until it had been able to try and troubleshoot the problem, yet C only wanted to cancel and not pay for the service at all. The Ombudsman was satisfied that SP had acted accordingly to C contact and was of the opinion that C had not provided SP with a reasonable opportunity to resolve the problem prior to cancellation. Therefore, no further action was required in that regard. However, the Ombudsman required SP to credit C's outstanding balance with a small goodwill payment in lieu of this.

20.0 International Call Charges

20.1

C disputed international calls with SP. C said SP had informed C would receive a 40% discount. SP explained that it did not provide a discount to calls to the Philippines. As goodwill SP credited C's account with 40% of the cost of the calls but C remained dissatisfied.

The ombudsman said that the credit made by SP was an acceptable resolution. The Ombudsman required no further action from SP.

24.0 Mis-selling

24.1

C was mis-advised by the SP agent about the call charges as when C received a bill the international call charges to a certain number was higher. SP advised the Ombudsman that it would recalculate the charges based on a lower rate, but not the one according to C. The Ombudsman was of the opinion that although there was no evidence of mis-selling there were indications that C may have been misadvised. There was also evidence that C had received a shortfall in customer service levels by SP. The Ombudsman required SP to recalculate call charges at the lower rate and provide C a goodwill payment.

24.2

C agreed to a contract via a third party retailer over SP's network. C provided C's bank details to the retailer, but these were not relayed to SP, and therefore it began to chase for payment. C complained to SP about this and also that C had been mis sold the contract. SP maintained the position that this issue was not its fault but that of the retailer. C escalated the case and SP responded, but C remained unhappy. The Ombudsman was of the opinion that as the retailer was not a member of Otelco, he could not consider any issues or complaints that had been raised against it. In relation to SP, the Ombudsman found that it could have offered to set up a payment from C at an earlier stage, and although the overall level of customer service provided was good, there was evidence that SP had not responded to some of C's requests. The Ombudsman found these to be shortfalls in customer service, whereby he required SP to credit C's outstanding balance with a small goodwill payment. C was advised to contact C's local Trading Standards office for further advice on C's retailer complaint.

24.3

C agreed to SP's broadband service on the proviso of the information C was provided at the point of sale. C then received an activation date for the service but found that the modem would not be delivered until after this. By this point, C had also found out that C had been given incorrect information about the service. SP acknowledged that the modem delivery was late but maintained that C could not cancel because of this. C was also outside of the stipulated "cooling-off period". Nevertheless, SP did confirm to C that it would not charge C for the service whilst C was unable to use it. C maintained that C wanted to cancel the service and then continued to receive demands for payment. The investigation found that C could not cancel the contract due to the non-receipt of the modem, as outlined by the regulator, Ofcom. However, SP had acknowledged that C may have been given incorrect information at the point of sale, and therefore, it was proposed that had C been given the correct information, C may not have proceeded with the service (as this information was important to C) and therefore SP was required to close the account without penalty and with a zero balance, and refund any payments C had made in relation to the service to date. An apology and goodwill payment were also required in lieu of the shortfall in customer service C had received, as well as confirmation that C would receive no further demands for payment or that C's credit rating had been affected as a result.

28.0 Payments

28.1

C said had made payment to SP but SP restricted service. Sp said it had not received payment. Once C sent Sp proof of payment it was then able to investigate and find the missing payment. C was then however still liable to pay the final bill, which remained outstanding and consequently was passed to a collection agency.

The Ombudsman said that SP had done all it could in relation to finding the missing payment. A shortfall in customer service however was noted as SP failed to update C to advise that the payment had been received. In recognition of this Sp required to remove the outstanding balance as goodwill.

29.0 Premium Rate Services

29.1

C complained to the SP after receiving a telephone bill including large PRS call charges. C stated these had not been made from the line, but checks were carried out by the SP highlighting all call charges were correct. The SP highlighted the call amounts and frequency was such that its monitoring systems were unable to pick these up, and it advised C they would remain responsible for the charges incurred.

The Ombudsman concluded that either C or someone with access to the home had legitimately made the calls. She concluded that the SP had also provided all relevant advice and welcomed the actions taken by the company, payment plan offered, referral to ICSTIS etc. The Ombudsman required no further action to be taken by the SP; however she recommended it again offered a payment plan to C.

29.2

C complained to the SP about a number of disputed PRS calls to a quiz line, which C disputed had been made from their telephone. However the SP double checked the calls/charges and concluded these to be correct. It was clear that C admitted to making one call, with the SP suggesting that C may not have been aware that any unsuccessful calls were also chargeable.

It was concluded that C may have not been aware of the quiz line's charging of unsuccessful calls, and on this basis C was to remain responsible for the disputed charges. However, it was concluded that the SP had provided inadequate customer service, failing to respond to C's letters and promised call back requests. In consideration of this the SP was required to send a letter of apology and provide a full explanation for failing to respond. The Sp was also required to make a credit to the account as a goodwill gesture.

34.0 Service Transfer

34.1

C complained that a service from SP was unavailable. SP investigated and found that it related to C's previous contract. C did not accept this and complained in writing several times, but SP failed to respond.

The Ombudsman considered there were insufficient grounds to terminate the contract without a penalty, but decided C had experienced poor customer service. An apology and goodwill gesture were required from SP.

34.2

C complained that a service was never operational. C complained and SP found the service was provided, but C had other user problems over which it had no control. C requested account closure but SP pursued the debt and applied a termination fee.

The Ombudsman considered there had been a minor shortfall in customer service but that its actions otherwise had been justified: it had provided a service asked of it. He required a small goodwill payment an apology and cancellation of the charges for the period that C was unable to access the service. However, the termination fee was considered valid.

34.3

C requested SP transfer C's service to it and SP accepted C's registration and looked to process this. However, the order was rejected by the other provider due to C being on a specific package. Therefore the order was cancelled and C notified. Upon receiving this C contacted the other provider to ensure C was on the correct package in order to switch, and then contacted SP again to again register for a transfer. SP again looked to process this, but to no avail for the same reason. C then complained to SP about the time taken to transfer the service and SP responded to advise of the situation. C maintained that C had switched packages with the other provider, but SP maintained its position. The Ombudsman considered that SP was not in a position to transfer C's service as it relied solely on the information from another provider in order to complete the transfer. The Ombudsman was of the opinion that had SP been able to transfer C's service, it would have done so. However, the Ombudsman was satisfied that C did receive a shortfall in customer service throughout the complaint and therefore the Ombudsman required SP to provide C with a small goodwill payment and also an apology. A copy of SP's complaints procedure was also required for C as this had previously been requested but not adhered to by SP.

34.4

C stated that a service was requested of SP. SP wrote and confirmed the start date but did not commence service provision. C complained but SP did not respond to C. C requested to know if the service would be provided but if not that C should be allowed to transfer to a new service provider without incurring a fee.

The Ombudsman agreed with C, but had no reason to dispute C's complaint as SP did not provide a case file.

34.5

C registered for landline and Broadband services with SP. Broadband service commenced, but SP failed to transfer the landline services. C contacted SP to complain and eventually returned to the dealer to check the details of the agreed package. Dealer confirmed C's understanding to be correct, but C continued to be billed incorrectly by SP for Broadband and calls remained with the previous SP.

SP confirmed that it delayed transferring C's landline until Broadband was activated. However, there was a delay in the Broadband charges showing on C's account, which resulted in the landline transfer failing to be processed. As SP considered C was not receiving a combined package deal, C was billed at a higher rate for Broadband.

The Ombudsman considered that C had experienced a shortfall in customer service. SP was required to transfer C's landline and refund C for any savings C may have made had calls been transferred from the previous SP at the correct time. SP was also required to send a letter of apology, provide a goodwill credit in respect of the customer service issues, and to credit C's account for any incorrect Broadband charges incurred.

34.6

C applied for service with SP. C then cancelled within the cooling off period but service was transferred and C received bills. Sp said that due to an error the service had become active. This had been resolved a few months later and the balance removed.

The ombudsman said that C had received a shortfall in customer service due to the error. Sp to send a letter of apology, award a nominal goodwill payment and confirm the account closure and the removal of the outstanding balance.

35.0 Stolen/Lost

35.1

C's handset was lost/stolen. C reported to SP but the account had accrued international calls prior to SP being informed. C requested refund of charges but SP maintained. SP offered a goodwill payment towards calls but C refused offer.

The Ombudsman said that there was some question as to whether or not C was aware that the international call bar had been removed. This was because C disputed the fact that the calls dialled were all international yet C was under the impression there was an international call bar on the service. Due to this the Ombudsman said that SP should only charge national rate call costs for the international calls and credit the account accordingly.

36.0 Tariffs

36.1

C subscribed to SP's telephone services. SP initially charged C on an incorrect price plan. SP later applied credits to the account. C remained of the opinion that SP should compensate C further.

The Ombudsman decided that SP had refunded all overcharging on the account. However, SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience caused.