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3.0 Broadband

3.1

C had broadband connection problems and reported the fault to SP. Some tests were undertaken, but no further action was taken. C sent letters and emails to SP, but only received one reply. SP failed to respond to C's letter of complaint.

The Ombudsman concluded that SP was required to contact C to try and resolve the technical issues, apply two goodwill credits to C's account for poor customer service and for failing to deal adequately with C's correspondence and complaint. SP was also required to send C a letter of apology.

3.2

C experienced a delay in the provisioning of a broadband service. SP acknowledged the delay loss and offered penalty free cancellation and to clear all charges. It was found that C had endured a poor level of service from SP and that an increase in the award offered was reasonable.

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

12.0 Disputed Charges

12.1

C complained non Direct Debit fees had been charged by SP even though the Direct Debit on the account was still in place. C also complained of fault with the TV service. SP said that although C had reported a fault the previous year there was no evidence to show that C had reported a fault again.

The Ombudsman said that the account records did show that C cancelled the Direct Debit payment and therefore C was liable to pay SP. With regard to the TV problems the Ombudsman was concerned that this had not been resolved and that no one took ownership to resolve. The Ombudsman required SP to investigate the fault and keep C updated on a weekly basis. SP also required to award a nominal goodwill payment in recognition of any service issues encountered.

14.0 Faults (Equipment)

14.1

C took a combined service package however found there was a problem with the router. The SP agreed to replace the router but despite its dispatch on three occasions C did not receive the product. C then cancelled the Direct Debit and transferred their broadband service. C claims to have been given conflicting advice as whether the contract would be terminated without penalty.

The Ombudsman identified delays and shortfalls in customer service in the handling of this account. In summary the Ombudsman requires SP to apply no additional charges to the account including termination penalties or late payment fees in goodwill, removes all charges generated to the account pertaining to the broadband service after the last log in date; maintain the outstanding balance on the account; and to issue a formal letter of apology in recognition of the customer service issues and delays highlighted in this report.

24.0 Mis-selling

24.1

C took out a new telephone package with SP. The C asked for a specific package as C's business required it but when the service started, C had been put on incorrect package.

The SP listened to the call recording and accepted that it had mis-sold the product to the C. The SP offered a goodwill payment to C, which C rejected.

The Ombudsman considered that, in view of the mis-sale, the SP should make a cheque payment and full written apology to C. The Ombudsman also required the SP to offer to release C from the contract if C required.