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## **1.0 Auto Diallers**

### **1.1**

C received a call from SP warning that a number of calls had been made to international numbers. C disputed making the calls. SP speculated that C may have fallen victim of a rogue dialler, inadvertently downloaded from the internet, which had made the calls. SP activated an international call bar to prevent further such calls from being made. C disputed being liable for the calls C had not made.

The Ombudsman was of the opinion that the calls had been made by a rogue dialler. As C was responsible for the security of C's PC, C was liable for the calls. The Ombudsman was of the opinion that SP had assisted C by calling C to warn of the calls and to place a call bar on the line. No further action was required.

### **1.2**

The Ombudsman concludes this to be a most unfortunate experience, the responsibility and cost of which lies with C. SP responded to C's complaint in a satisfactory manner and that SP addressed the issue in full. The Ombudsman acknowledges C denies making the PRS calls however, there is no evidence the line has been tampered with in any way or that there was a bill affecting fault at the time the charges were generated. The Ombudsman therefore considers SP was correct to maintain the charges and no refund is due. The Ombudsman accepts the High Value Team alerted C to the incident and placed a PRS call bar on the account. SP could not have acted any sooner due to the irregular call pattern and the value of calls during a 24 hour period.

In summary the Ombudsman requires no further action on this case.

## **2.0 Billing**

### **2.1**

C was travelling abroad and contacted 3 to arrange for an International Roaming service. 3 activated the service but did not alert C that there were limitations which may restrict or prevent use of the service. C went abroad and was considerably inconvenienced when to C's surprise the service was disconnected as a credit limit had been exceeded. C had to make numerous calls back home to have the service restored and this incurred greater costs and inconvenience.

The Ombudsman decided that when C called SP, C should have been told of the limitations. She concluded that SP should make a goodwill gesture to C and recommended that SP look into its procedures in dealing with similar future enquiries about this service.

## **2.2**

C contested the charges to a Premium Rate Service number and the fact that C's call limit had been exceeded. Also that SP had mis-sold the mobile phone contract. C complained to SP, but the call charges were maintained and SP stated that C had received the Terms and Conditions which say that the limit can be exceeded due to the delay in receiving call data.

The Ombudsman concluded that C was liable for the outstanding owed to SP, but suggested that C contacted the company using the Premium Rate Service number to request a refund. C had requested to cancel the contract with SP and the Ombudsman agreed that this would be a reasonable resolution in this case, as the minimum contract term had expired.

## **2.3**

C contacted SP about not receiving bills after moving address. SP change the billing address, but required C to pay for any previous copies. C was unhappy with this and did not request the copies to be sent. C complained to SP in writing, but SP failed to adequately deal with C's correspondence. C requested that SP cancel the contract early without fees being applied, but SP stated that it did find any sufficient reason to implement C's request.

The Ombudsman required SP to provide C with free copy bills and apply a goodwill credit to C's account for failing to respond adequately to C's queries and complaint.

## **2.4**

C complained to SP about a bill which did not relate to the phone possessed. SP admitted that a duplicate account had been set up in error, but then made further subsequent billing errors on the actual account. SP received numerous bills for differing amounts which made no sense, and SP admitted the problems experienced by C. C decided to withhold payments until SP to provide a clear breakdown, but this was not received and the complaint was made to the Ombudsman. SP investigated the matter, backdated some charges and made offers in goodwill for the poor customer service. C highlighted that SP had now passed this matter to a debt collection agent.

The Ombudsman agreed that C had experienced considerable billing problems and had received poor customer service. She required SP to send C an apology, with a full clear written breakdown of all charges, credits and refunds. This was to be provided with confirmation that SP had resolved any adverse credit information. SP were required to further reduce the outstanding balance as a gesture of goodwill, and to arrange a repayment plan for C.

## **2.5**

C complained that after changing tariff with SP, C had inflated charges for a service that had previously been much lower. C complained and SP responded after investigating. C complained again that the issues had not been fully addressed, but SP did not respond again.

The Ombudsman could see no reason to doubt C as SP provided no casefile or comment. The Ombudsman required SP to make an apology for the poor customer service, provide a goodwill payment and if a change in charging policy was relevant, this was to be confirmed in writing.

## **2.6**

C said that bills were not produced on the agreed date and also disputed back dated call charges. C sent letters to SP but said had received no response. SP said that it was unable to stop back dated calls due to a delay in receiving call data from the different carriers it uses. SP advised that it was explained in the terms and conditions of service that it can take up to 120 days for some call data to be billed to customers. SP said it had responded to C's letters.

The Ombudsman said that it was common practice for companies to charge for back dated calls once the company itself had been billed by the carrier of the call. The Ombudsman found no evidence to suggest that C had received bills not on the agreed billing date. The Ombudsman found no evidence of poor customer service and required no further action from SP.

## **3.0 Broadband**

### **3.1**

C's broadband developed a fault. C reported the fault to SP. SP gave no help to C. C eventually managed to resolve the problem. C complained about the poor customer service C had received. SP did not respond.

The Ombudsman was of the opinion that C had received extremely poor customer service from SP. SP was required to make a payment to C as a goodwill gesture to recognise the inconvenience C had been caused. SP was also required to contact C to ensure the broadband was not functioning normally.

### **3.2**

C said that the broadband service with SP had been unreliable since the service was upgraded to ADSL Max. C said that although the speed had been downgraded to 2MB

the service was still the same. C sent letters to SP and made numerous calls but has received no resolution. Sp failed to provide a case file.

The Ombudsman said it could not be known what the cause of the problem was. The Ombudsman was however concerned with the lack of resolution for nine months and viewed this as poor customer service. The Ombudsman required SP to award a goodwill payment in recognition of nine months of rental paid and C's call costs to SP. SP to arrange a visit from an engineer and to investigate the problem further.

### **3.3**

C agreed to SP's broadband service. Since activation C has had no connection. C has had no connection for four months. SP said it had sent engineers to the exchange and C's property but the fault has yet to be determined. SP proposed to allow C to cancel without penalty, refund the connection fee and award a nominal goodwill payment.

The Ombudsman said that C had received poor service from SP. SP's proposal was however viewed as a reasonable resolution in this instance.

### **3.4**

C ordered the broadband service. C was promised that a welcome pack would be sent. As this was not sent C cancelled. SP advised that the cancellation was outside the cooling off period. The Ombudsman noted that call records showed that C had agreed to go ahead with the service on day five of the cooling off period. On the balance of probability there was no reason to doubt SP. No further action was required from SP.

### **3.5**

C contacted SP with issues relating to broadband, connection problems and customer service. SP stated that the connection problems were not the fault of its service or equipment but a third party equipment in C's area that it had no control over.

The Ombudsman accepted that SP had no accountability for the intermittent broadband faults, but considered that as a goodwill gesture, and with the unique nature of the case, that penalty, free contract cancellation was required. Therefore, SP was required to offer C a penalty free contract cancellation for the broadband service and C was required to return the equipment to SP.

### **3.6**

C signed up for broadband with SP and encountered problems with issues relating to broadband, connection problems, liability and poor customer service. SP stated that C did not contact it before employing a third party to attempt to fix the modem.

It was concluded that SP cannot be accountable for any third party charges carried out or employed by C. Also, charges for calling SP are also clearly set out on the company's website. However, C has not received a level of service normally expected or a timely or appropriate response to contacts. C technical issues seem to have been resolved with SP sending out a second modem.

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

SP should offer C three months free broadband as a goodwill gesture  
send a letter of apology

### **3.7**

C requested broadband from SP, but had several technical problems with the service. SP did resolve the problems as they arose, but C was inconvenienced. C complained to SP, but no written responses were provided. C also raised billing queries with SP and requested a breakdown of the account, but SP failed to provide the information. SP did contact C by telephone in response to some of the letters, but C requested a formal response in writing. SP stated that C had received several credits to the account, but no evidence was provided to support this claim.

The Ombudsman required SP to provide C with a full breakdown of the account and a goodwill payment for any poor customer service received.

### **3.8**

C subscribed to SP's broadband service. C was able to establish a connection but had a problem using the email facility. C tried to call SP but was unable to do so. Therefore, the next day C wrote to the company to request the cancellation of the service. SP refused, stating C had not reported the fault to its Fault Department. C refused to pay for the service.

The Ombudsman was of the opinion that C had not given SP a reasonable opportunity to resolve the problems C had experienced. C had only tried to call SP on one occasion, when the phone line was busy, and C did not wait on hold. There was also evidence that SP was providing the service, and that the problem may have lay with C's computer software. Therefore, it was decided that SP should not be required to release C from the contract. No further action was required.

### **3.9**

C complained to the SP after their broadband service stopped working. The SP failed to provide an explanation for these problems, but it seemed clear from the company's log notes that there was a fault with the service and that when it tried to re-provision the order a number of incorrect charges were raised. C complained about some money being taken from the bank account in respect of this order, as well as further incorrect

charges raised for neighbour's calls. C also complained in writing to the SP on a number of occasions but these failed to receive a reply.

It was concluded that the dispute had been caused by an initial fault with C's service failing to be responded to correctly by the SP. This matter was compounded by the SP failing to respond to C's concerns and then passing this matter to a collection agency. In resolution the SP was required to send a letter of apology, ensure that C's broadband problems are fully investigated and that they are provided with a working service, cancel all charges ensuring that a correct account with a nil balance was set up, and provide a refund cheque in respect of the re-provisioning order. The SP was also required to make a further cheque payment as a gesture of goodwill and in consideration of the customer service issues raised and any costs incurred. In addition the SP was required to ensure all legal proceedings were stopped, with any adverse credit information removed, and for the SP to provide a written explanation for the problems experienced, also confirming all actions taken in resolution of this complaint.

### **3.10**

C registered for broadband but was unable to establish a connection. C contacted SP numerous times but the problem remained unresolved. C wrote several letters of complaint but failed to receive a response.

SP confirmed that C's connection issues remained unresolved and offered to release C from the contract without penalty. It acknowledged its failure to respond to C's letters and the shortfall in customer service this represented.

The Ombudsman considered SP's offer to be reasonable and acknowledged the inconvenience C had experienced. SP was required to send a letter of apology, refund charges C had incurred for the broadband service, provide a small payment as a gesture of goodwill and release C from the contract without penalty.

### **3.11**

C was unhappy with the speed of broadband and considered SP had capped it. SP considered that information about upgrades to local exchanges was available on its website and C would have been made aware that an 8Mb service was not available until after the local exchange had been ADSL Max enabled.

The Ombudsman noted C's exchange already seemed to have been upgraded and that line length did not seem to be an issue. Based on information from SP, he considered C may have been misinformed. He accepted SP was unable to increase the speed of the service for at least six months, so required SP to release C from the contract without penalty, provide a MAC and apply a small credit as a goodwill gesture.

### **3.12**

C was informed of a broadband go-live date, but was unable to establish a connection. C reported this to SP, and a fault on the line was identified. SP agreed to arrange for an engineer to visit, but several appointments were not kept. In addition, C incurred broadband charges even though the service did not work and although SP agreed to suspend payment until the problem was addressed, it subsequently disconnected C's service due to non-payment. SP offered a goodwill gesture in resolution, but C declined the offer.

The Ombudsman considered that C had experienced an unsatisfactory level of customer service and noted that SP had failed to send engineers on agreed dates and that it had charged C for broadband even though C was unable to use the service due to a fault on the line. However, SP's offer as a gesture of goodwill, which included credits equal to costs C had incurred for calls, a new router and broadband charges for the period the service was unavailable, plus six months free broadband was considered to be reasonable and SP was required to maintain it.

### **3.13**

C has experienced broadband connection difficulties since the start of the service from SP. SP failed to provide an adequate level of customer service in its handling of the case.

In summary the Ombudsman requires SP to arrange for a High Level Complaints Technical Support advisor to call C and ensure that the issues are resolved, or reported and monitored until a resolution is obtained; make a goodwill payment credit in recognition of the shortfall in customer service demonstrated on this case; and issue a formal letter of apology.

### **3.14**

C signed up for cable services from SP including broadband. C was unhappy with the standard of the cabling work and was unable to connect to the broadband service and asked to cancel. C also subscribed to SP's dial up service but was unable to use this as his telephone line was cancelled with BT. C wrote and asked for compensation and asked SP to restore his old services. SP offered retention packages and compensation for the poor cabling and customer service but did not advise C to contact BT to get the line transferred. C complained to Otelo.

The Ombudsman considered that the customer service provided by SP had been poor but that SP had compensated C for this. However the Ombudsman required SP to refund the dial up charges C had been paying to SP for services C was unable to use.

## **4.0 Call Limit**

#### **4.1**

C complained to the SP about charges that had been incurred on the account, as C believed these should have stopped by the SP after they reached a set limit. The SP highlighted that its Terms and Condition outlined that a credit limit cannot be guaranteed and that C remained responsible for the charges incurred. C disputed these stating they were living elsewhere at this time.

It was concluded that the SP had acted correctly throughout and in accordance with the Terms and Conditions. However, the SP had failed to respond to a letter of complaint, with the SP being required to send a letter of apology and make a goodwill credit to the account in consideration of this point. The SP was also to provide written confirmation why the charges on the account had risen, and was recommended to review if a repayment plan could be considered and the reconnection of C's account. However, it was explained that these were commercial decisions for the SP to make.

#### **4.2**

C said that when C bought the pay monthly contract Sp advised that a credit limit would be set and calls would not exceed this limit. C's service was then restricted and on contacting SP was informed that there was a large amount of calls to premium rate services. Sp advised C that due to the delay in call data the credit limit can be exceeded and that this was explained in its terms and conditions and the welcome letter sent to C. C continued to dispute and as a resolution Sp offered a goodwill payment but C remained dissatisfied.

The Ombudsman said that SP was correct. The credit limit was not to be used as a budgeting tool as call data can be delayed. C remained liable for the call charge incurred. The Ombudsman however viewed any misinformation at the point of sale as poor customer service but was of the opinion that the goodwill already offered was reasonable for any misinformation received.

### **5.0 Cancellation**

#### **5.1**

C agreed to an upgrade but contacted SP later the same day to cancel it. C considered SP had agreed to cancel the contract and returned the new handset when it was delivered. However, SP subsequently disputed it had agreed to allow C to cancel without penalty and held C to the contract term.

The Ombudsman was satisfied that C had agreed to the upgrade. However, it was unclear whether SP had agreed to cancel the contract. On balance of the evidence available, it was considered that C had requested cancellation within a reasonable period and had returned the handset unused. As the upgrade included a material

change to the contract term, the Ombudsman considered that C should be released from the contract without penalty.

SP was required to release C from the contract without penalty and provide a final bill. It was also required to send a letter of apology for failing to reply to C's letter of complaint.

## **5.2**

C initially agreed to receive an upgrade shortly before an original contract was due to expiry. However they immediately contacted the SP to advise of a change of mind, but this was not accepted by the SP. C continued to complain at length but the SP advised that there was no cooling off period in such circumstances.

It was concluded that there was nothing in the Terms and Conditions to suggest the SP should not have accepted C's cancellation request, as C had entered a new contract and was entitled to cancel within the cooling off period. In resolution the SP was required to send a letter of apology, make a credit the account as a goodwill gesture and provide written confirmation of the account cancellation. If C had used the service after the normal expiry date then they remained responsible for all charges to the date of the Provisional Conclusion, with the SP providing details of how the handset could be returned at no charge.

## **5.3**

C asked SP to cancel C's account. SP did so. C did not feel that SP was owed the amount C demanded as a final payment. C sent several letters and made telephone calls to SP, some of which were ignored. SP felt the amount demanded was owing, but decided to clear it as a goodwill gesture.

The Ombudsman agreed that C owed the amount SP had demanded. However, it was also felt that C had received poor customer service from SP, and therefore SP's offer to clear the amount outstanding was welcomed. SP was required to confirm in writing that the account was closed with a nil balance.

## **5.4**

C initially contacted SP to cancel C's contract but months later found it had not been cancelled. Therefore, C continued to make the payment but not use the handset, in order to use it once C's new contract (on a different network) had expired. However, by this time, C was due to go abroad and found that C could not use the phone. Therefore, C requested refunds of the previous payments made, but SP maintained the charges were correct. C complained to SP in writing but to no avail. The investigation found that C had not followed the correct procedure in order to cancel the contract initially and then, upon realising the contract had not been cancelled, made a decision to continue with the payments. However, the investigation did find that C had received poor customer service in relation to SP's lack of response to the complaint. Nevertheless, SP had

proposed to refund C half of the line rental charges for a certain periods and this was accepted to be fair and reasonable.

## **5.5**

C requested cancellation of C's mobile phone contract with SP and notified it twice of this request in writing, via recorded delivery. However, SP took no further action. C then complained to SP about this and although C provided SP with all the requested information, still no action was taken and the monthly charges kept accruing. From the evidence provided for investigation, it was clear that C had formally requested the cancellation and that SP had received this. It was also clear that SP had taken no proactive action onto C's account from this point. In this instance it was proposed that SP should confirm in writing to C the closure of the account with a zero balance, provide C with an apology and goodwill payment for the shortfalls in customer service received, and also ensure that no further demands for payment were received and that C's credit status had not been affected.

## **5.6**

C contacted SP to cancel phone and broadband services, but requested that one phone line remain active for a few additional days. C complained that SP continued to take payments after the 30 notice period was up and continued to charge for broadband.

SP confirmed that it had failed to cancel C's broadband account, which resulted in continued billing.

The Ombudsman considered SP's failure to cancel C's broadband account to be reflective of a shortfall in customer service. He required SP to send a letter of apology, provide a good will payment in respect of the customer service issues, confirm C's credit rating had not been affected by the matter and clarify whether C was due a refund for any over payments made against the phone and broadband accounts.

## **5.7**

C said had called SP to inform it C had moved address. C however kept receiving bills from SP. C complained to SP but said received no response. SP said that C had called to cancel and was informed to contact BT. SP said that this was advised to customers who wished to retain their telephone number. SP said that due to any misinformation C received it proposed to remove the outstanding balance.

The Ombudsman could only surmise that a misunderstanding took place between C and SP when C called SP to inform it she had moved address. The Ombudsman viewed SP's proposal as a reasonable resolution.

## **5.8**

A representative of C received a cold sales call from the SP and agreed to a contracted telephone service. Some time later C called to cancel the service highlighting that the person who agreed the service had no authority to do so, and requested cancellation of the contract. There was no evidence to suggest that the SP had not correctly applied its Terms and Conditions or that C's representative was acting without authority, and when C transferred the services, an early termination fee was applied. C disputed these, and in an attempt to resolve the dispute the SP offered to waive the charges if C transferred back. Alternatively, the SP offered to reduce the outstanding balance as a gesture of goodwill.

As there was no evidence to suggest that SP had not correctly applied the early termination fees, and the two offers made by the SP seem reasonable, the SP was required to maintain the proposed offers.

## **5.9**

C cancelled the transfer of services to SP's provision during the cooling off period. However SP failed to action the request and activated the account and charged for services not provided. C actively sought resolution to the complaint and contacted SP on a monthly basis following the receipt of bills. The Ombudsman concludes there was a service failure demonstrated on this case and C experienced inconvenience and incurred costs.

In summary the Ombudsman requires SP to disconnect the service without penalty and clear the outstanding balance; refund all payments C has made; make a goodwill gesture by cheque; and issue a formal letter of apology in recognition of the customer service issues raised.

## **5.10**

The evidence suggests C's landline and broadband account were terminated during the minimum period of contract because the landline was migrated to another service provider who then disconnected the number. In accordance with the conditions of contract SP applied early termination penalties. C disputes liability for these fees.

The Ombudsman notes that C actively sought resolution to the complaints by telephone, email and letter to no avail. The Ombudsman considers that C suffered a shortfall in customer service and incurred costs when contacting SP.

In summary the Ombudsman require SP to make a goodwill gesture in recognition of the customer service issues raised and maintain the outstanding balance and on receipt of payment mark the account as settled.

## **5.11**

C contacted SP about the cancellation of its broadband service and SP actioned this, but then levied a termination fee. C disputed this claiming that C had been advised at an

earlier stage that C could cancel without penalty. C then discovered that Shad levied other extra charges on to C's bill that C also disputed. C complained to SP on several occasions and eventually SP responded with an explanation as to C's charges. In this instance it was found that C was contracted to a minimum term rolling contract, therefore as C cancelled within this, a termination fee was applicable. It was also found that SP had explained its other charges to C and refunded them where appropriate. However, it was also found that C had received elements of poor customer service from SP. Therefore, SP was required to add a small goodwill credit to C's outstanding balance and confirm this new balance in writing to C. SP was also required to provide C with confirmation of its charges.

## **7.0 Credit Control**

### **7.1**

C complained that there was a default on C's credit file with SP that C had not been informed of. C sent letters to SP but received no response. SP said that C had a poor payment history and consequently the debt was passed to a collection agency. However C did pay the remaining balance but Sp did not amend the default accordingly. SP admitted it had failed to respond to C's letters. Sp proposed to amend the default and award C with a nominal goodwill payment.

The Ombudsman confirmed that C had a poor payment history and so the default could not be removed. However, after review of the information available the Ombudsman required SP to amend the default to satisfied and to award the proposed goodwill payment.

## **8.0 Customer Service**

### **8.1**

C raised complaints in relation to SP's failure to change over the telephone service, when migrating an account, on the date indicated. This was viewed as poor customer service. C also complained that due to the delay the 14 day cooling off period was effectively denied as SP refused to allow the cancellation within 14 days of the service starting. It was explained that the period started after the contract being taken and not 14 days after the service starting. The period is allowed so that customers can reflect on the decision to take the contract and not to allow the product to be trailed. C also complained that there was no way to check the status of the account. This was not accepted as it was shown that there was a number of ways to check this.

SP was required to provide a small goodwill gesture credit to C's account to reflect the poor customer service experienced.

## **8.2**

C claimed that a third party had mis-sold a contract and that SP failed to handle the complaint appropriately. C claimed that SP failed to return calls or adhere to its original offer to refund payments made. C contacted SP about the contract but SP advised that a termination fee would apply if it was cancelled. C accepted that call charges were valid but asked for the line rental to be refunded. C asked for debt recovery to be suspended but while SP agreed to the action it would not issue written confirmation.

The Ombudsman was of the opinion that SP had offered a reasonable remedy for a matter that was outside of its control. The contracts were considered to be valid and as C had used the services C was liable for the charges. SP was required to issue written confirmation of the remedy offered and to contact C to determine whether the remedy would be accepted.

## **8.3**

C complained that when moving SP was forewarned, but it failed to provide a service at the new address without a significant interruption. C complained but SP did not respond. SP then investigated the complaint when referred to Otelo, but could find no trace of C's letters. It did however, offer goodwill gestures that were considered appropriate.

The Ombudsman required SP to complete the goodwill gestures offered, make an apology for the shortfall in customer service and a further small goodwill payment as a contribution towards expenses.

## **8.4**

C agreed to a telephone and broadband package through a third party. SP did not provide the telephone service and C received a modem without any covering letter. C contacted SP to ask about the connection. C was advised that SP quoted incorrect tariffs and that SP could not provide the services at the price the third party had quoted. SP also provided incorrect information on the tariffs and a payment was taken from C's Direct Debit before C had received a welcome pack and log in details. C complained and cancelled the contract because of the misrepresentation and the poor customer service. SP would not accept the cancellation and continued to charge C for the broadband service.

The Ombudsman considered that the customer service provided by SP had been very poor and that C had effectively cancelled the contract prior to SP providing the log in details and password. SP had also agreed to refund the initial payment and to compensate C but had failed to do so. The Ombudsman required SP to refund the overpayment, compensate C for the poor customer service and to credit the remaining balance on the account.

## **8.5**

C transferred to SP on a minimum term contract. C complained about the billing frequency, which SP amended. However, C continued to complain and decided to cancel the contract. C then complained that SP had applied a termination fee. SP checked the sales call and found that C had been advised of the minimum term and the applicable fee. C claimed that the standard of service was poor and that SP's advisors were rude and unhelpful.

The Ombudsman noted that SP had responded to the complaint appropriately and that the billing issue was corrected. The termination fee was considered to be valid, although there was no reason to doubt that C found the standard of service to be poor. SP was required to issue a small goodwill credit in recognition of the perceived poor service.

## **11.0 Disconnection**

### **11.1**

C's pay as you go SIM card was disconnected as it had not been used for several months. C had to purchase a new SIM card. C asked SP to unlock the mobile phone, so C could use another company's SIM when he went abroad. SP gave C an unlocking code, but could not advise C on how to unlock the handset.

The Ombudsman was of the opinion that SP's Terms and Conditions entitled it to disconnect pay as you go SIMs that had not been used for a prolonged period. It was also decided that SP could have provided better advice to C as to how to unlock the phone. Therefore C was required to apply a credit to C's account as a goodwill gesture.

### **11.2**

C claimed that C lost service in 2005 and 2006 due to SP. C claimed financial compensation for the loss of service. SP said that it had never been C's line provider and only provided Carrier Pre-Select (CPS) service. Sp admitted that in error it had not provided a call package and transferred C's line rental in 2005 but offered C a nominal goodwill payment for this error.

The Ombudsman said that it appeared that C had been confused as to who provided C with the line rental service. As SP did not provide C with line rental then it was not responsible for the financial loss C claimed. The Ombudsman viewed the goodwill offer for the error as an acceptable response.

## **12.0 Disputed Charges**

### **12.1**

C complained that SP had overcharged C for the various services SP provided. SP stated that C had been charged correctly.

The Ombudsman decided that there was evidence that C had been overcharged for one of the services SP provided. SP was therefore required to make a payment to correct the overcharging.

### **12.2**

C asked SP to cancel C's account. SP did so. C did not feel that SP was owed the amount C demanded as a final payment. C sent several letters and made telephone calls to SP, some of which were ignored. SP felt the amount demanded was owing, but decided to clear it as a goodwill gesture.

The Ombudsman decided that C owed the amount SP had demanded. However, it was also felt that C had received poor customer service from SP, and therefore SP's offer to clear the amount outstanding was welcomed. SP was required to confirm in writing that the account was closed with a nil balance.

### **12.3**

C was contacted by SP shortly before the old twelve month contract expired and a new contract was agreed. However, C took out another contract with another network and complained to SP that a new contract had not been agreed. SP did not deal adequately with C's queries and complaint and failed to supply a copy of the call. However, SP did maintain that C had agreed to the contract.

The Ombudsman concluded that C had agreed to the new contract and therefore if C wished to cancel the contract an early termination would apply. SP was required to provide a credit to C's account for poor customer service and ensure that C received a copy of the sales call.

### **12.4**

C had a contract with SP several years ago but recently found that SP had placed information onto C's credit file due to an unpaid outstanding balance. C complained to SP and it advised C why the information had been placed. C maintained that C was unaware that if C cancelled the contract C would incur further fees. SP maintained its position and the matter reached deadlock. The investigation was unable to consider or comment on the validity of the outstanding balance or C's previous cancellation as it remained outside of the Ombudsman's Terms of Reference. However, it was noted that the account had been closed due to non-payment and that C had only made one payment to date. In this instance, the investigation was satisfied that SP had acted accordingly and that it should only update C's credit file, once the outstanding balance had been paid.

## **12.5**

C complained SP sent billing information that was incomprehensible and SP was unwilling to explain invoices. C considered SP failed to cancel a Voice Mail service and did not reply to letters of complaint. SP acknowledged it had not always responded to C's contacts but believed C had been charged correctly.

The Ombudsman considered calls to PRS and Special Services numbers had been dialled from C's phone and that C was responsible for the call charges. He noted C had incurred duplicate charges for line rental, but was satisfied SP had credited C's account correctly. However, he concluded SP had charged C for the Voice Mail service after it had been cancelled and accepted C had experienced problems trying to contact SP by telephone. It was also noted that SP had not responded to all of C's correspondence.

SP was required to credit C's account for Voice Mail charges applied after the date it had been cancelled, provide a credit as a gesture of goodwill in respect of the shortfall in customer service, send a letter of apology and contact C to explain the bills.

## **12.6**

C contacted SP with issues relating to disputed charges, incorrect tariff, and poor customer service. SP maintained the charges as correctly raised and that the tariff was changed upon C's agreement.

The Ombudsman could not find any clear evidence that the tariff was changed with C's authorisation. The Ombudsman considered that there was also a clear change in the charges applied and this had caused an increase to C's billing.

Therefore, SP was required to charge C on the initial tariff to date and the refund should be set against the remaining outstanding balance, send a clear breakdown of the charges including the rate of the telephone charges, and refund to be credited to his account. If there is an overcharge then SP should refund this to C by cheque, offer a goodwill gesture, by cheque, send a full written apology, confirm in writing that C is on the initial disputed tariff and re-call any debt from its collection agents.

## **12.7**

C, a small business, says that SP continued to bill C for lines and services despite requesting cancellation and C had not received credits that were due. In addition it received bills for lines that did not belong to it. SP said that C had not provided any notice that it was transferring its services to another supplier and that is why it continued to charge. When it did make the necessary adjustments to its systems it produced an invoice that showed a credit balance but since no notice had been given this was considered appropriate. The bills for other lines were for a Company within C's group and had not been transferred with the other lines. SP agreed to cancel the lines and reverse the billing. SP then charged a cancellation fee as no notice had been served.

The Ombudsman decided that SP should cancel the penalty charge and that C should not expect to get the credit which was showing on the account. In addition a small goodwill gesture was required for delays in customer service.

### **12.8**

C disputed premium rate service charges billed by SP. SP explained what the charges were for and advised C to contact the content provider. C eventually acted on SP's advice but claimed that the content provider gave contradictory information. SP maintained the charges but C continued to raise the same queries. C also requested a refund of charges for technical assistance which SP agreed had been incorrectly charged. SP confirmed that the refund would be made but failed to do so. SP also chased payment of the charges.

The Ombudsman was of the opinion that SP had failed to act reasonably in respect of the second complaint and a letter of apology and small goodwill credit was required, along with a refund of the incorrect charges. However, the Ombudsman considered SP's actions in respect of the disputed call charges to be appropriate as there was no indication that the charges were billed incorrectly.

### **12.9**

C claims to have been sold an upgrade package the SP failed to honour. C disputes the charges as being incorrectly calculated and then cancelled the Direct Debit instruction. Due to non payment the services were suspended. The Ombudsman considers there was evidence of a shortfall in customer service provided on this case.

In summary the Ombudsman requires SP to cancel the services without penalty; make a goodwill credit to the account, that includes the credits owed to the account and a an acknowledgement of the inconvenience and costs C incurred when seeking resolution to the complaint; and issue a formal letter of apology for the poor administration and customer service issues raised.

### **12.10**

C contacted SP and claimed that SP had charged incorrectly for services. SP maintained that the charges were correctly raised.

It was concluded that SP was warranted in charging SP for services used and that there was no clear indication from the evidence provided to show that C had correctly cancelled the initial service with the company via the correct process. The evidence provided suggested that C was unclear in the understanding of how to cancel an agreement before approaching an alternative provider for separate services. Although, C has clearly contacted SP on a number of occasions, the company seem to have responded in the main, in writing and offered a goodwill gesture payment.

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

SP should maintain it's a goodwill gesture offer, by cheque, confirm in writing that C's account is fully closed with a nil balance and send a letter of apology.

### **12.11**

C complained that a bill was many times greater than expected after advice had been given by SP over the amount to be expected. SP investigated the complaint but could find no evidence to support C's request to cancel the disputed charges.

The Ombudsman agreed with SP, that whilst it had been most unfortunate for C to get a bill of such a size, there was no evidence to uphold the complaint. SP was asked to consider a payment plan and reinstate C's service.

### **12.12**

C experienced a loss of service with SP and then incurred a charge for the engineer visit required to rectify the matter. However, it transpired that this was as a result of a previous engineer visit from SP. Therefore C complained to SP about the charge and SP had this removed. Yet C continued to complain to SP about C's loss of service during the disputed period and C wanted recompense for this. C sent many letters to SP about this but received no response until several months latter when SP agreed to recompense C for this. C was now also claiming compensation for the wasted time and inconvenience of the matter. The investigation welcomed SP's decision to firstly remove the engineer charge and then recompense C for the loss of service. However, it was noted that this was actioned some time after C's first complaint and several further letters. On this basis, it was proposed that SP provided C with a further goodwill payment and apology for the shortfall in customer service received in SP's belated response.

### **12.13**

C cancelled a line with SP but it continued to send line rental charges. When enquiries were made SP said that C should have obtained a cease order. After consulting with Ofcom C spoke to SP again which then accepted that it was not C's responsibility to obtain the cease order. C then received a final demand on the account but was never told how these charges were made up.

It was found that SP had delivered poor customer service in this matter and it was required to provide a letter of apology, a closing account to the date of the original cancellation and a small goodwill gesture.

### **12.14**

C believed that C had paid for telephone services twice, once in C's relative's name, and once in C's name. C complained to SP about this and SP explained that two separate accounts had been set up, one in C's name and one in C's relative's name, for separate services. Each of the parties had then been paying separately for the services and no duplicate charging had taken place.

The Ombudsman noted that for SP to open two accounts, two agreements had been made and two Direct Debit arrangements set up. This had been done by C and C's relative. The Ombudsman concluded that C and C's relative had been charged for the service each had agreed and there had been no overcharging on the part of SP. She therefore decided that SP need not take any further action in the matter.

## **14.0 Faults (Equipment)**

### **14.1**

C contacted SP with issues relating to loss of service and poor customer service. SP did not respond to the Ombudsman.

Therefore, taking into account the credit already applied to C's account, SP was required to add a further credit along with a letter of apology, which the Ombudsman considered better reflects the overall poor experiences regarding this issue.

## **15.0 Faults (Line)**

### **15.1**

C experienced a problem with a telephone line for eight days. When service was restored C complained that a business venture had been damaged. This venture was about to be launched. SP responded that the line was residential and therefore no compensation could be paid for business losses. This approach was upheld during this investigation. C was offered compensation in accordance with the specified customer service guarantee scheme operated by SP. An increased offer was put forward on a conditional basis. C was told that if it was not accepted it would be withdrawn. The offer was not accepted and the increased offer was viewed as being withdrawn. Complaint was also made that the complaint was not referred to a Director. It was found that as SP had a structured complaints process and proper escalation process that had been followed no criticism would be made. It was still open to C to write to Directors.

SP was required to credit C's account with the amount that was originally due under the Customer Service Guarantee it operated.

## **15.2**

C experienced a problem with the line service provisioned by SP. C repeatedly complained to SP about the fault and participated in line script tests to have the matter rectified. The fault continued and eventually C decided to cancel the service. SP sent C final billing which C was unhappy with as C felt that the service had not been fault free. SP maintained the charges and C complained to the Ombudsman.

In its response to C's complaint, SP told the Ombudsman that it had incorrectly taken a Direct Debit payment from C after closure of the account. Because of this it had reconsidered its position on the billing it had sent to C and was now prepared to accede to C's requests for a reduction in the charges. The Ombudsman was of the opinion that the action SP proposed provided C with the full resolution C sought, and SP should maintain it.

## **19.0 Installation**

### **19.1**

C asked SP to retain number. Sp did not. Sp then obtained the number for C but the installation of the new line was delayed due to asbestos in the exchange. C was without service for two months. C requested compensation from SP. Sp offered C compensation but C declined and so SP sent a financial loss claims form.

The Ombudsman said C had received poor service from SP. Sp to refund mobile call costs, on receipt of costs form C. Sp to award a nominal goodwill payment and to send C a letter of apology.

### **19.2**

C ordered a telephone service and broadband through SP, but there was a delay in providing broadband. C complained to SP that the business had incurred losses due to the delay and that there had been very poor customer service. SP accepted that there had been some problems and offered a free service for a few months, but the offer was rejected.

The Ombudsman concluded that SP had provided C with a poor customer service and there had been a delay. SP was required to increase its offer by a further two months and send C a sincere letter of apology.

## **34.0 Service Transfer**

### **34.1**

C received various bills from C when closing one account. SP provided the Ombudsman's Office a call logs of the events. The Ombudsman considered there had been poor service and required SP to provide C an apology, goodwill payment, close both accounts as a goodwill gesture and ensure that no adverse information was recorded against C's account.

### **34.2**

C tried to transfer to a new SP but was told the order had failed due to the previous SP leaving a service on the line. C's old provider disputed this. The line was successfully transferred, but the account was disconnected and SP failed to notify C. C contacted SP and was asked to provide all contact and bank details again so that a new account could be set up. C refused.

The Ombudsman considered that C's new SP could not be held responsible for the first failed transfer of the line. However, he noted C's account had been disconnected due to an error by SP and that it had failed to inform C of this. He considered this to be reflective of a shortfall in customer service. He also noted SP's failure to amend C's name. SP was required to maintain its offer to provide details of the tariff that would be most appropriate for C and to set up a new account that would be monitored until it had gone live. SP was also required to amend C's name, send a letter of apology and provide a small credit to C's account when it was set up, as a gesture of goodwill.

### **34.3**

C transferred his telephone service to another provider. SP then transferred the telephone calls back without C's permission. C complained and was advised to contact his preferred service provider to take the calls back. C delayed in doing this and refused to pay the bills from SP. C calls were still not transferred and C complained to Otelo. SP advised that the calls had been transferred as a result of an external telecom problem outside its control and that C had not transferred to another provider as advised. SP required payment of the bill.

The Ombudsman found that SP had taken over the calls without C's consent but accepted that this was for reasons outside SP's control. The Ombudsman also accepted that there had been some delay in C transferring the calls back. However, C had been charged for two call package fees as C's line was provided by another service provider. The Ombudsman required SP to credit all the service charges on the account leaving only the call charges payable. The Ombudsman also required SP to provide a goodwill credit to compensate C for the distress and inconvenience.

### **34.4**

C complained to the SP that when it transferred the partner's services in their name, this was done with a new contractual agreement. C stated this was not discussed at the

time and when C subsequently moved property the SP demanded payment for the remainder of this disputed contract. C also complained about the SP advising at the time of the move that it would be will to cancel the contract without charge, also highlighting a number of other customer service issues.

In full consideration of the customer service issues raised and the doubt surrounding the advice provided to C, the SP was required to send a letter of apology, cancel all charges after the date of the move, provide a refund of any credit now showing on the account and contact C to arrange the collection of the set-top equipment.

### **34.5**

I conclude there has been a shortfall in customer service on this case. SP failed to advise C of the correct procedure and terms of contract on his house move.

In summary, I propose the Ombudsman would require SP to release C from the contract without penalty when the first contract would have expired; ensure its advisors are aware of the procedure and contract terms on house moves; and issue a formal letter of apology for the misinformation provided to C and an assurance that the above action will take place.

### **34.6**

C received a sales call from SP and agreed to transfer both C's line rental and calls service over to SP. However, due SP only activated the calls service initially which left C without a line package. SP eventually re-requested this. C was then moving house and requested that SP transfer its services to the new address and C requested to keep the same number. SP advised this would be possible and that it would be actioned, but upon C chasing SP about this, it was found that SP had not actioned the request. Therefore, SP requested this again and C was given a date for activation of the service at the new address, but this was not met and C was left without a service for a period of time. C then received a bill from C for line rental charges during this period of no service and the bi also included a charge for the transfer of C's old number to the new line. SP agreed to credit C in stages for the line rental but maintained that the charge for the renumbering was valid and would remain. C continued to complain but the matter reached deadlock. The investigation found that C had received several shortfalls in customer service with the delayed or non provision of services both initially and at the new address. It was also found that the credit SP had agreed could not be applied as intended as C had since chose to transfer away from SP. In addition, although the charge for the renumbering was deemed valid, it was accepted that SP could have advised C at the time that there maybe a charge for this request. Therefore, it was proposed that SP reduced C's outstanding balance as a gesture of goodwill, recall the debt from the Debt Recovery Agency and also provide C with an apology for the shortfalls in customer service received throughout. Once SP had received payment of the new balance, it was then to confirm the closure of the account with a zero balance in writing to C.

### **34.7**

C contacted SP to request a transfer of services upon moving house and was advised that this was possible. SP accepted that better advice should have been given by its advisor in that the service transfer could not have taken place.

It was concluded that C has received service shortfalls with regards to not being advised correctly within a timely manner and the poor response received from SP when attempting to resolve the complaint.

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

SP should offer C a goodwill gesture payment by cheque for the overall poor experiences to date and for any expense incurred, SP is required to confirm in writing to C that no charges have been raised at the new address and that the account is fully closed with a nil balance and send a letter of apology

### **35.0 Stolen/Lost**

#### **35.1**

C agreed to upgrade with retailer and said was offered two months free insurance. The handset was then stolen and C was informed by retailer that it had not offered free insurance. C continued to complain to SP who provided the service and SP advised C to go to retailer and Trading Standards. C then received debt collection letters and complained to SP. SP said it had not received payment.

The Ombudsman said that C would need to pursue complaint with retailer and Trading Standards. The Ombudsman found no evidence that SP had provided poor service as it correctly informed C to approach the retailer and Trading standards.

### **36.0 Tariffs**

#### **36.1**

C noticed high bills and asked SP to change the tariff. SP failed to do this which left C receiving high bills. Despite C's contacts with SP about this matter SP did not deal with C's complaint in an appropriate and timely manner. SP admitted there was a shortfall in customer service levels and proposed a goodwill credit and a recalculation to reflect the tariff that C requested originally.

The Ombudsman accepted SP's proposal, but required an additional goodwill payment and an apology.

## **38.0 Terms and Conditions of Contract**

### **38.1**

C changed transferred landline to another provider. SP increased the cost by applying its Terms and Conditions. C complained that this charge was unfair. The Ombudsman considered that SP was correct in applying this charge. No further action was required from SP. C was expected to settle the outstanding debt with SP.