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2.0 Billing

2.1

C transferred to an alternative telephone service provider, but continued to receive bills from SP. C complained to SP, but C was advised to pay the outstanding amount, even though it was more than C owed. C was promised a refund by SP, but this was not received.

The Ombudsman concluded that SP was required to send C a refund, ensure the account was cleared to zero and closed, send C a goodwill payment and a letter of apology.

2.2

C closed SP's telephone account. C asked SP when to expect a final bill. SP told C it would be sent in a few days, and to ignore the chaser letters C had been sent for the previous bill C had received (this bill included package charges for the period after the account had been cancelled). SP failed to send the final bill due to technical problems. As a result, C could not settle the account, and it was eventually referred to a debt collection company.

The Ombudsman required SP to close the account and clear the amount outstanding (including charges C owed SP). SP was also required to ensure any adverse information passed to C's credit file was removed.

2.3

C agreed to service with SP and advised that the call plan was free for the first twelve months. C was charged for the call plan and so called SP. SP advised it would refund C but to date C has not received this refund. C sent letters and emails to SP and also called but received no resolution. The outstanding balance was then referred to a debt collection agency. SP admitted that it had not put C on the correct package and that it had failed to refund C.

The Ombudsman said that it was evident that C had received poor customer service from SP. SP required to remove the outstanding balance and award a nominal payment as goodwill to C. SP to also ensure that C's credit rating had not been affected.

3.0 Broadband

3.1

C complained that after upgrading its service, SP has been unable to provide any service at all for C. SP investigated and found it was due to its general upgrading, but was unable to provide a reason for C's problems or a solution. SP offered to have one of its advisors take ownership of the case to assist C.

The Ombudsman considered this was a reasonable suggestion, given C's preference was for SP's service, but SP was required to allow C to transfer to another service provider if they wished, without a penalty fee. The Ombudsman also considered C had experienced a shortfall in customer service as SP had not replied to any of C's letters. It was required to make an apology for this.

3.2

C had an intermittent broadband service and contacted SP but did not receive a good response. SP accepted that C experienced an intermittent broadband service and that a poor reply was received. SP offered a full refund of the broadband charges and a goodwill gesture for the service shortfall.

It was clear that C had encountered an intermittent broadband service. SP had acknowledged and accepted the shortfall in service C encountered and offered to credit the charges raised for the service. C also experienced a service shortfall in the time spent on chasing the complaint.

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

SP was required to offer a full credit of charges for the broadband service, offer a goodwill gesture payment, by cheque, refund the charge taken for an engineer call out, by cheque, remove any marker remaining on the line to allow C to approach an alternative service provider and send a letter of apology.

3.3

C ordered SP's broadband service. Initially, there was a delay in SP activating the service. After it eventually did this, there was a fault on the line, which prevented SP from activating the services. After C complained, SP acknowledged that there had been undue delays. It applied a credit to C's account to recognise the problems C had experienced, and offered to investigate the matter in order to provide broadband.

The Ombudsman was of the opinion that it was clear that C had experienced problems, but decided that the amount SP had credited to C's account and its offer to investigate the problem were reasonable. SP was required to carry out its investigation.

3.4

C claims the BB failed to work with the alarm system in place on the premises despite being told that it is compatible with broadband. The Ombudsman notes that the SP is not responsible for the compatibility of the alarm system with the service and that remains with C.

The Ombudsman concludes there was a shortfall in customer service at times on this case. In summary the Ombudsman requires SP to ensure that until the account is removed from its billing system, the address has been changed and any outstanding amount credited back; ensure C will not receive a bill in regards to this account; withdraw the disconnection fee, and ensure that once the account is removed from the billing system, this is not added at a later date; make a goodwill gesture in light of the costs incurred when escalating the complaint; and issue a formal letter of apology for the customer service issues raised.

3.5

C agreed to SP's broadband service on a particular line in C's house, but when this had been installed (C was not there at installation) C found that C's computer would not work properly and also that SP had connected the broadband service to the incorrect line. C highlighted that C had stressed the need to install it on the active line, and not the one that was not in use. C complained to SP in writing but received no response.

The investigation found that SP provided little evidence and information, and therefore it was presumed that C would have stressed the line C wanted the service on, at the point of sale. As it was also clear that SP's engineers required access to C's computer, it was also considered reasonable that the computer may have become faulty as a result of this. SP confirmed it was currently looking into this matter to see if it was at fault and the investigation welcomed this belated actions, but it was also clear that SP had provided C with no formal response to the complaint either. Therefore, it was proposed for SP to close the existing account with a zero balance and refund any payments made on that account to date, provide C with a goodwill payment and apology, take the necessary actions to determine if it was at fault for the computer fault and if so, it was to rectify this at no cost to C, but if not at fault, it was to confirm its findings in writing to C. Regardless of this, once the computer was fixed, SP was also required to provide the service to the correct line and arrange an engineer visit to install this, again at no cost to C.

3.6

C signed up for a landline and broadband account through an agent for SP. C believed that the broadband would be free but later received a bill for it from SP. C contacted SP and complained requesting cancellation but SP notified that an early termination fee would apply. C decided to continue with the service and registered for online billing. C then made several calls to SP and complained the modem was faulty. C said that the service was never received and then requested cancellation some months later but continued with the landline so SP waived the termination fees. C then wrote a letter of complaint as charges were being made for paper billing and three bills were being received including one from another provider associated with SP's agent.

The Ombudsman required SP to refund all the broadband charges as it was considered that C had only continued with the broadband service to avoid further charges. C had believed that the service would be free when signing up and so all charges should be cleared and refunded where paid. The invoice sent by C was unclear and so the Ombudsman recommended that C send this to SP for a response. She also recommended that C contact the agent to clarify the other SP's invoices as they were separate from this SP and confirmed that once the broadband invoices were cleared then the confusion over invoicing would be resolved as only the landline bill would be charged.

3.7

C experienced a fault with the telephone service after the Supplier upgraded the exchange. There was a long delay before the Supplier resolved C's fault. C experienced a poor level of customer service. The Supplier made a goodwill offer but C declined the offer.

The Ombudsman appreciated that the Supplier was unable to offer a fault free service. However, the Ombudsman was concerned with the delay in fixing C's fault. The Ombudsman considered that C had experienced a shortfall in customer service. The Ombudsman required the Supplier to increase its goodwill payment and write a letter of apology.

3.8

C agreed to a telephone and broadband service from SP, but there was a lengthy delay before C received broadband. C rang SP on many occasions and sent letters of complaint, but SP failed to reply. C requested financial recompense from SP for the costs incurred and for the inconvenience caused. SP made C to offers to resolve the complaint, but these were rejected.

The Ombudsman concluded that SP was required to apply a goodwill credit to C's account, send C a goodwill payment for internet dial-up costs and a letter of apology. SP was also required to refund any paper billing charges incurred by C.

3.9

C's broadband service was not activated on the "go live" date. SP advised C to contact the line provider as there was a supposed marker on the line. C contacted the line provider who confirmed that a marker did not exist. C contacted SP on a number of occasions and wrote two letters of complaint. SP did not respond to C's complaint. SP advised that the problem had now been fixed and it was in a position to provide the broadband service. The Ombudsman found that SP had delivered a shortfall in service levels as it did not take ownership of C's complaint.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; ensure that no charges had been levied on

the broadband service account due to no activation; and assist C so that the broadband service could be re-ordered.

3.10

C agreed to a telephone and broadband service from SP, but a fault occurred at the exchange, which caused problems with the telephone line and C lost the broadband service. There was a delay before the fault was fixed and C sent emails and letters to SP to complain. SP agreed a financial resolution with C, but C requested an explanation and written response to the complaint.

The Ombudsman concluded that SP was required to send C a letter of apology, but no further recompense was due.

3.11

C cancelled their broadband order but the Supplier's marker remained on their line. The Supplier stated that there was a delay in cancelling the order as a system error had occurred and this then caused a delay with the removal of the marker. C experienced a poor level of customer service. The Supplier applied a goodwill credit to C's account.

The Ombudsman was disappointed with the actions taken by the Supplier. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman noted the Supplier's goodwill payment but considered the shortfall continued after the credit was given. The Supplier was required to make an additional goodwill payment and write a letter of apology.

3.12

C experienced long delays in having SP's broadband service activated. SP stated this was due to C providing an incorrect MAC. SP credited C for the delays they experienced. C wanted to claim business losses from SP but SP said the account was residential and this was stated in its Terms and Conditions. C experienced a poor level of customer service.

Although SP had followed its correct procedures when provisioning broadband, the Ombudsman considered that a shortfall in customer service had occurred. SP was required to make a nominal goodwill payment and write a letter of apology.

3.13

C ordered a broadband service with SP which would not work. This was eventually accepted by SP and a fee free cancellation was allowed. This was viewed as good customer service but it was noted that inconvenience had been experienced and a goodwill gesture was required to reflect this.

SP was required to refund all broadband charges paid by C in respect of the broadband service and account for this refund and to provide a goodwill gesture in the form of a credit to C's account.

3.14

C took a contract with SP for the provision of broadband. C claimed that the service never worked but records showed that contact was not made with SP for ten months. There was nothing to show that contact had been made earlier and the first letter sent was not until one month later. It was found that customers are expected to contact SP to seek assistance if there is a problem. In this case no contact had been made. No criticism was made of SP. C also claimed that the service had been cancelled and transferred to another provider but that SP continued to bill C for the broadband service. The letter sent to C after the transfer was provided and showed that it only applied to the telephone service therefore no criticism was made of SP.

No further steps were required of SP in this case.

3.15

C had problems in connecting to broadband after receiving the modem and installation software from SP. A consultant was used to get a connection successfully. This consultant indicated that there were no telecommunication problems. Later C downloaded some security software from a website mentioned by a representative of SP. The download caused C's computer to crash. It was held that the mention of the website could not link SP to responsibility for the computer failure.

No further steps were required of SP.

3.16

C contacted SP to complain about a delay with the provision of broadband. When the broadband was activated, C experienced technical problems accessing the service. C requested cancellation of the service, but considered SP delayed actioning the request.

It was noted C had an incompatible product on the line, which prevented SP from providing broadband. SP was not considered to be responsible for this. It was unclear if C had taken reasonable steps to ensure computer equipment was compatible with SP's requirements. As C had requested a MAC, it was concluded SP had correctly kept the broadband service active. SP was required to confirm in writing to C that any tags had been removed from the line and provide a letter of apology for the delays C experienced when trying to calling it.

3.17

C subscribed to SP's broadband service. There was a fault on the line which prevented C from using the service. C reported the problem to SP. C complained that SP had failed to resolve it. In its submission to the Ombudsman, SP accepted that there was a fault on the line, and said that it was working to resolve it.

The Ombudsman concluded that the amount of time it was taking SP to resolve the problem was excessive. It was also decided that SP had misadvised C as to the cause of the problem and the likely time scale when it would be resolved on several occasions. SP was required to resolve the fault and make a payment to C as a goodwill gesture to recognise the inconvenience caused.

3.18

C registered for a package with SP. The broadband was not activated and after some months C was told there was an incompatible product on the line. SP told C to arrange for the product to be removed. C tried to do this, but was informed it was SP's responsibility. SP disputed this and C remained without a broadband service. C complained. SP contacted C stating the broadband would be activated but this did not happen.

SP confirmed that at the time C placed the order, it had no process in place for dealing with broadband orders that were rejected due to DACS on the line. It acknowledged C had been misinformed and apologised for this. As a result of LLU, SP stated C's broadband service had been activated.

The Ombudsman considered C had been mis-advised about the provision of broadband and the removal of DACS, and that this had caused unnecessary delays and inconvenience. He noted SP had failed to keep C informed about the status of the broadband order and did not reply to all of C's correspondence. This was considered to be reflective of a shortfall in customer service. However, the Ombudsman was satisfied broadband had now been provisioned. SP was required to send a letter of apology, apply a credit as a gesture of goodwill and arrange for a Technical Advisor to contact C to address any broadband connection issues.

3.19

C, who was already a customer of SP for its telephone service, also then agreed to SP's broadband service. However, C then experienced a fault on the telephone service and found that SP was unable to fix these as rapidly as C required. Therefore, prior to the activation of the new service/tariff, C made arrangements to transfer the services away from SP and notified it of this. However, SP proceeded with the broadband provision and then started to bill C for the service. C complained to SP and at this point it agreed to cancel the bills and close the account, yet this was not actioned and led to C then having to make a payment (under duress) to a Debt Recovery Agency. C formally complained to SP on several occasions but received no response.

The investigation welcomed SP's admissions in this instance but it was clear that C had advised SP beforehand that the broadband service was being cancelled and that even

when SP then agreed to take the appropriate actions, no further action was taken. It was considered that C had received a total shortfall in customer service from SP and therefore it was proposed for SP to confirm the closure of the account without penalty and with a zero balance, provide C with a refund and goodwill payment, an apology, ensure no further billing was received and also ensure that C's credit status had not been affected as a result.

3.20

C applied for broadband with SP. C was not informed of the activation date until a month after it started and did not receive the modem or installation disc even though this was requested on at least two occasions. C then asked for a MAC code but this was also delayed. C requested a full refund of broadband charges from SP. SP said that it had delayed informing C and also had not sent a modem or disc.

The Ombudsman said it was clear that C had not been able to use the service due to SP's failure to provide a modem and installation disc on at least two occasions. This was viewed as poor customer service. The delay in providing a MAC code was also viewed as a shortfall in customer service. The Ombudsman required SP to refund C with all broadband payments paid and charged for.

3.21

C complained that SP did not provide the promised broadband service. Despite C contacting SP on a number of occasions by telephone, emails and letters during a three month period SP did not deliver the broadband service. C cancelled the account and SP referred the outstanding debt to a Debt Collection Agency. SP apologised for the error and confirmed the account had been closed. The Ombudsman found that C had received a shortfall in service levels despite C's numerous contacts with SP. It was considered that since C allowed SP ample opportunity to resolve the issue SP did not take ownership. The Ombudsman required SP to provide C an apology for poor customer service levels and in recognition provide goodwill payment and to provide C with assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

3.22

C experienced faults with broadband and cancelled the Supplier's service. The Supplier billed C as they were still within the minimum term contract and C disputed these charges. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had addressed C's faults in a reasonable manner and therefore C was to remain responsible for the early termination fee. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to write a letter of apology and make a nominal goodwill payment.

3.23

C signed up for SP's broadband service. C could not use the broadband service in their upstairs study. C wanted SP to cancel the contract without penalty. SP refused.

The Ombudsman was of the opinion that SP was only obliged to supply its broadband service up to the main socket of C's home. It appeared that the problem lay with the internal wiring of C's home. This was C's responsibility, and it was decided that SP should not be expected to cancel the contract on this basis. The Ombudsman did not require SP to take any further action.

5.0 Cancellation

5.1

C requested to cancel their account but the Supplier said they were still within the minimum period and would incur a cancellation fee. The Supplier agreed to set a reminder to cancel the account at the end of the minimum period. The Supplier cancelled the account some time after the minimum period had expired and C disputed the charges. C experienced a poor level of customer service.

The Ombudsman considered that the Supplier had failed to cancel C's account following their cancellation notice. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to credit any service charges incurred after the minimum period had expired and make a goodwill payment for the shortfall that had occurred. The Supplier was also required to write a letter of apology.

5.2

A third party notified SP about the death of the account holder. SP incorrectly recorded the information as a change of address and issued a letter to TP regarding transfer of the account. TP complained and sent SP a copy of C's death certificate. SP confirmed the line would be disconnected and a final bill issued. Due to a system problem, SP was unable to disconnect the line or produce a final bill, but failed to inform TP of this. TP contacted SP and received conflicting information about the status of the account and the timescale for disconnection. TP wrote several letters of complaint and phoned SP many times, but the line remained active and TP did not receive a final bill.

The Ombudsman acknowledged SP had been unable to disconnect the account and issue a final bill due to a system problem. However, it was noted TP had received conflicting information about the disconnection and that SP had failed to notify TP of the issues or update TP regarding resolution of the matter. It was considered TP had experienced a shortfall in customer service. SP was required to send a letter of apology, disconnect the account and issue a final bill. SP was also required to maintain its offer

to apply goodwill credits to the account, refund any credit balance to TP and make a payment to TP as a gesture of goodwill.

5.3

C asked SP to remove the credit for advance line rental as the account had been closed. Despite SP's assurances this would happen SP did not do this and the account was passed onto a Debt Collection Agency. SP apologised and confirmed that the account had now been closed with nil balance.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; provide assurance that the account had now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any has, it has now been removed or amended.

5.4

C complained to the SP that it had incorrectly applied early termination fees when they cancelled their broadband account. On review this was acknowledged by the SP and it apologised for the problems caused. In an attempt to resolve this matter the SP ensured the account was cancelled with a nil balance, whilst it proposed to make a goodwill payment to C. It also provided assurances that no adverse credit information had been recorded.

It was concluded that the actions proposed by the SP were appropriate in full consideration of all information. Therefore the SP was required to send a letter of apology, provide written confirmation that the account had been cancelled with a nil balance, provide written confirmation that no adverse credit information had been recorded, and maintain the goodwill payment offered.

CANCELLATION, INCORRECT ACTION TAKEN, DISPUTED CHARGES, CUSTOMER SERVICE.

5.5

C asked SP to terminate the broadband service before activation. SP assured C it would do this, but C later received payment reminders from SP. SP stated that it tried to assist C, but the account did not migrate to another service provider due to the other service provider not accepting the MAC. The Ombudsman found C had received a shortfall in service levels as SP did not take appropriate action to stop payment reminders and effectively canceling the account.

SP was required to provide C an apology for poor customer service levels and in recognition provide a goodwill payment; to confirm whether the line has effectively ceased and there are no markers on the line;

to provide assurance that the account has now been fully closed displaying nil balance; and to provide assurance that no adverse information had been recorded against the C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

7.0 Credit Control

7.1

C complained that SP had registered a default for an amount owed after C had cancelled the account. C said that SP had never notified C about the debt. SP said that notification had been sent by email.

The Ombudsman discovered some irregularities on the account. Most noticeably, SP had never referred the account to a debt collection company. The Ombudsman asked SP about this, but SP could not offer any explanation. The Ombudsman was therefore concerned that, for some reason, SP had not followed its normal collections procedures, and this may indicate that SP had not sent notification to C about the amount owed. The Ombudsman therefore required SP to remove the default.

8.0 Customer Service

8.1

C requested to cancel their account but there was a long delay before the Supplier did this. Due to the delay, C incurred further service charges. C experienced a poor level of customer service. The Supplier closed the account and cleared the outstanding balance.

The Ombudsman was disappointed that the Supplier failed to cancel C's account in a timely manner. The Ombudsman considered that a clear shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

8.2

C asked for SP's broadband package but the broadband service was not available. C reported the fault and SP investigated, offering troubleshooting solutions. The service was intermittent and SP continued to investigate. C sent a letter of complaint, which SP failed to respond to. C became unhappy with the length of time taken and cancelled payment of the package. However, payment was made when SP requested it. A second service was lost for a short period but SP did not address the complaint.

The Ombudsman was of the opinion that SP had made an attempt to resolve the broadband fault but it was clear that the matter had become unnecessarily protracted. SP was required to issue a letter of apology and release C from the contract if the fault could not be resolved within a given timeframe. SP was also required to issue a goodwill payment to cover service fees and the cost of the complaint. Finally, SP was required to provide a credit equivalent to the cost of the period that the service was unavailable.

8.3

C complained that SP failed to provide the service that C expected. SP stated that this was not a service it provided, but could be maintained through a third party. SP then sold another similar service, but this required a change to C's existing package. C never formally agreed to this and so SP stated it had no reason to apply a penalty fee if C wanted to transfer away. It also offered a goodwill payment.

The Ombudsman considered C had had poor service from SP, which had not been fully recognised, for which an apology was required and a small additional goodwill payment.

8.4

C arranged for a telephone service to be transferred to a new address. After a period of four months the transfer had still not been completed. SP's casefile indicated that there had been a fault on the line but it was clear that SP had failed to keep C informed properly. This was considered poor customer service. Due to not having a telephone line C had experienced a prolonged period where additional use of a mobile phone was necessary.

SP was required to provide a letter of apology and explanation as to exactly what has caused the delay in providing a working telephone service to C, provide the contact details of a member of staff qualified to deal with this problem. These details were to include both the name and direct telephone number to enable direct and easy contact to be made. This person should then act as a liaison for C in processing the remedy in this case, a goodwill gesture equivalent to 50% of the mobile phone call charges that C had had to pay from 10 July until this problem was resolved and a small goodwill gesture in respect of the poor customer service experienced in this matter.

8.5

C complained that an unwanted account was set up by SP. SP stated that C had provided its sales agent with all the necessary details and considered the account legitimate. However, SP admitted C called within the cooling off period to cancel, but the request was not observed.

The Ombudsman considered C had experienced poor customer service, requiring an apology and goodwill payment, with an assurance that C's credit reference was amended if necessary, so as not to affect them in the future.

8.6

C experienced problems in obtaining a Migration Authority Code from SP and the cancellation of an account. This was accepted by SP which explained that a problem had stemmed from the delay in cancelling the account which also led to an extra payment being collected from C's bank. This had been claimed back which led to a debit showing on the account. SP cleared this as a goodwill gesture.

SP was required to provide a further goodwill gesture in respect of the inconvenience and poor customer service experienced.

8.7

C took a service with SP that was late in being provisioned and complaint was also made about the way bills were delivered. It was made clear that the formatting of bills was a commercial decision that the Ombudsman could not be involved in. Further faults reported were accepted and SP was required to provide a goodwill gesture in respect of poor customer service. It was also required to provide a letter of apology and assistance in correcting the problem reported.

8.8

C registered for landline and broadband services but failed to receive a welcome pack or confirmation of the order. C contacted SP and was told there was a cease on the line so the order had been rejected and C was advised to contact the line provider. C did this, but the line provider confirmed there was no cease on the line. C informed SP, but SP failed to take any action and C continued to be billed by the previous SP for calls. C subsequently received a letter explaining that the broadband service was activated, but calls continued to be carried by previous SP.

SP confirmed the first provisioning order had been rejected but considered that C had failed to resolve the issue of the cease on the line, so the landline order had lapsed, which triggered the broadband order. SP offered to reprocess and monitor C's order and provides a credit as a gesture of goodwill.

The Ombudsman considered there was insufficient information to determine who had been responsible for resolving the issue of the cease order on C's line. However, the Ombudsman acknowledged that C may have received conflicting information from SP and had not been kept informed about the status of the order. SP was required to send a letter of apology, maintain its offer to reprocess the order, apply a credit as a gesture of goodwill and apply a credit equal to the call savings C would have made if landline services had been transferred.

12.0 Disputed Charges

12.1

SP was C's mobile phone provider. SP charged C incorrectly for calls C had not made. When C reported this, SP advised C to cancel the Direct Debit, to prevent the company from claiming payment for the incorrect amount. However, after C did this, SP suspended C's services and referred C's account to a debt collection company. It took SP several months to correct the account. C wanted to be released from SP's contract without penalty.

The Ombudsman was of the opinion that it was extremely poor customer service for SP to suspend C's services and refer the account to a debt collection company after it had advised C to withhold payment because of the error on the account. The delay in SP correcting the account was also adjudged to be excessive. SP was required to refund line rental for the period that C was unable to use the service and cancel the contract without penalty. SP was also required to clear the charges C owed for a period when C was able to use the service as a gesture of goodwill to recognise the inconvenience caused.

12.2

C upgraded to a telephone and broadband package and complains SP charged the new rate prior to the activation of the broadband service. It is accepted that the landline and call services are activated ahead of the broadband service and the contract was effective from the date the agreement was made.

The Ombudsman notes C experienced a shortfall in customer service and therefore requires SP to make a goodwill payment in recognition of the inconvenience and costs incurred and to issue a formal letter of apology.

12.3

C disputed charges incurred on their account. The Supplier initially credited the charges. C continued to incur the disputed charges. After some time, the Supplier said the charges were correct and were not included within C's tariff. C experienced a poor level of customer service. The Supplier offered to credit a portion of the disputed charges as a gesture of goodwill.

The Ombudsman was disappointed that the Supplier had incorrectly advised C on the disputed charges and that there was a delay before the correct information was given. The Ombudsman considered that a shortfall in customer service had occurred. However, the Ombudsman found the Supplier's goodwill offer to be reasonable under the circumstances. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

12.4

C complained to the SP about the charges being applied for a combined television, broadband and telephone service. The SP highlighted that it had never provided this service at the prices quoted by C, but C complained that this was what was being offered previously on its website. The SP asked for a print out after C stated they had one, but this failed to be provided. Nonetheless, the SP decided to refund the difference in prices for the first 12 months as a gesture of goodwill. C then complained about the SP's itemised billing charges. The SP highlighted that a charge had always been applied for the service, but C disputed this stating this was part of the original offer. C then requested for one of their lines to be transferred to another name/address. However, the SP advised that it would firstly need to satisfy itself on the relation involved.

It was concluded that the SP had acted appropriate throughout and that no further award was necessary. However, the SP was required to send a letter of apology for any misunderstanding surrounding the package offer, and to provide written confirmation of what information was needed in support of the line transfer.

12.5

C complained to the SP about a number of call charges to a directory enquiry service. C stated that none of these calls had been made, while the SP suggested that C may have done so in order to hide the actual destination of the call. However, there was no evidence of a line affecting fault, with the SP suggesting that C contacts the enquiry service so that it could investigate this matter.

It was concluded that the SP's suggestion to contact the directory enquiry service was a reasonable request, but without any evidence to suggest there was a fault on the line no further action was required to be taken by the SP.

12.6

C disputed PRS call charges on their account. The Supplier had notified C to the charges but failed to apply a bar on the account. The Supplier added a call bar on the account some days later and the disputed charges had dramatically increased. The Supplier maintained the charges but C continued to dispute them.

The Ombudsman considered that the Supplier should have applied a PRS call bar to C's account when the high usage had been detected. The Ombudsman was satisfied that the PRS calls had originated from C's premises. However, the Ombudsman required the Supplier to make a goodwill credit equivalent to the PRS charges incurred between when the Supplier first noticed the increased usage to when a bar was added to the account.

12.7

C cancelled a subscription channel with SP. As this channel was provided as part of a package C was left responsible for payment on the other channels in the package. This was never explained to C who became confused at this and felt that further channels had been added to the services subscribed to. This was considered poor customer service as if it had been explained C could have then made informed choices about the subscriptions and cancelled all of the channels if necessary. It was felt that SP should clear all of the relevant subscription charges to reflect this poor customer service. C also complained that the television service had been stopped but not the telephone service. There was nothing to show that either had been cancelled and it was felt that the television was probably stopped due to payments not being made as C was disputing the subscription charges. C had not provided any support for these areas of complaint so nothing more could be said.

SP was required to clear any subscription channel charges that had built up since the first notice was given to cancel the one first cancelled. This was to take account of the notice period that has to be served by any customer and SP was to provide a revised account demonstrating the amount now owing on the account. No reason could be seen for this account to not then be cleared.

12.8

C moved two of three telephone accounts from SP to another provider. On closing one of the accounts a credit amount remained on one account. C tried to have this payment refunded but SP stated that it would be transferred and credited by the new provider. This did not happen and so C chased the payment. C then deducted the amount from a bill received. SP then chased for payment and applied a late payment fee to the account. C wrote on a number of occasions to explain the outstanding amount. When the complaint was not resolved and payment chased by SP a complaint was made to the Ombudsman.

On investigation SP confirmed that there was a credit amount on a business account now closed. There was also an outstanding amount on C's residential amount and a late payment fee had been added appropriately as it stated that the two accounts were unrelated. It offered to refund the original credit, make a gesture of goodwill and refund the late payment fee. The Ombudsman agreed that the refund should be made along with an increased gesture of goodwill by way of clearing the residential account and making a further goodwill cheque payment. It was to make a written apology in recognition of the failure to resolve the complaint and reply to C's letters. It was also to confirm that C's credit history had not been adversely affected by the incident.

12.9

C contacted SP to dispute charges raised on an account not agreed to. C stated that after investigation the charges were maintained.

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

Write to C to confirm that the disputed account is closed with a zero balance, maintain its offer of a full refund of rental backdating the charges to, also crediting the account as a goodwill gesture for the inconvenience caused and send a letter of apology.

12.10

C received a very high bill from SP. This was challenged. SP initially maintained the billing but after further checks accepted that there had been a mistake. A credit was applied for the difference but C felt that the new bill was still wrong. Delays were experienced whilst waiting for the remaining bill to be checked by SP. After checking the bill was found to be correct and this was demonstrated to C.

SP was required to provide a goodwill gesture credit to C's account and then provide an up to date closing account for C.

12.11

C's mobile phone was lost or stolen. C asked for a bar to be put on it to prevent further calls being made and then decided to cancel the package with T and take up an alternative mobile phone package. C claimed to have sent a written request cancelling the contract with T. The record of the loss of the phone was recorded but T did not cancel the contract as it claimed that no written request to cancel had been received. As a result, C continued to receive monthly invoices relating to the account.

The Ombudsman found that records showed that C had been offered incentives to continue their contract with T at the time of the reported loss of the phone, but that C had decided to take up a package with an alternative provider. The Ombudsman required T to accept the cancellation of the contract from the date claimed, to refund all charges levied afterwards, and to make a goodwill payment to offset C's costs in resolving the matter.

12.12

C stated that the Supplier offered them a package but when they chased the Supplier they discovered that the package was not on offer. The Supplier explained that C had been offered the package by a third party company and not by it. C experienced a poor level of customer service.

The Ombudsman considered that an element of confusion had arisen but the Supplier had not misinformed C. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

12.13

C sent letter to SP to cancel service and gave four weeks notice. After no response from SP C called the day before C was due to move. C said that SP agreed the four weeks

notice from the date of the letter. C then received a bill charging for service after the four week notice period. C disputed this bill and sent SP three letters of complaint and called on numerous occasions. SP said that it did not receive C's letter of cancellation and so the four weeks notice was taken from when C called SP. SP said C had been billed correctly on the final bill. As goodwill SP said it had removed the late payment fee charged.

The Ombudsman said that as SP did not receive C's letter of cancellation then the final bill was correct. However, the Ombudsman did note that the final bill showed no line rental refund and several other errors. The Ombudsman was also concerned that SP had failed to resolve the complaint at an earlier opportunity although C was liable for the final bill. The Ombudsman required SP to remove the outstanding balance as goodwill in recognition of any customer service issues and the errors with the final bill. SP to also ensure that C's credit rating has not been affected and send a letter of apology.

12.14

C ordered a package of services from SP which included a free broadband service. SP provisioned the services but C was only able to connect to the broadband service for three days. C was under the impression that SP had been unable to provision the broadband service and complained to SP about this. SP looked into the matter and ascertained that there were connectivity issues brought about by C using an unsupported modem and having no test socket to carry out in-depth diagnostic testing. C cancelled the package of services and refused to meet the full outstanding balance on the account. SP commenced debt recovery action and C then complained to the Ombudsman and sought compensation for the problems.

The Ombudsman was satisfied that SP had provisioned the broadband service and the faults lay with the end user and C was not entitled to any compensation. The Ombudsman noted that C had made full use of the line and call service SP had provisioned and C had not met the charges this incurred. She decided that C was responsible for those charges.

The Ombudsman noted that there had been a shortfall in customer service on the part of SP not responding to all the letters of complaint C had sent. The Ombudsman directed SP to make a small goodwill gesture to C in respect of this.

14.0 Faults (Equipment)

14.1

C complained to the SP about problems with the wireless adaptor provided when registering for a broadband service. The SP provided further replacement adaptors but this failed to make a difference. C then purchased an alternative adaptor and enlisted the help of an IT consultant, with a wireless connection being successfully established.

However C remained unhappy and asked the SP for a refund of the professional costs incurred, in addition to some form of compensation for the problems experienced.

After reviewing this matter no further action was required to be taken by the SP, as its Terms and Conditions highlighted that any hardware problems were C's responsibility. It was concluded that the alternative IT assistance obtained by C was a voluntary decision for which the SP was also not responsible.

15.0 Faults (Line)

15.1

C had a fault with the telephone service and reported this to SP. SP did not resolve the fault in an appropriate timescale and did not respond to C's letter of complaint. SP advised that there had been no total loss of service, but did not explain this point further. SP maintained that C's correspondence were addressed, but could not produce evidence. The Ombudsman found C had received a shortfall in customer service levels since SP did not take the appropriate action to resolve C's fault in an appropriate timescale. Furthermore, there were indications from the log notes that certain letters were not responded to by SP.

SP was required to provide C with an apology for poor customer service levels and in recognition provide a goodwill payment and to provide C with credits for total loss of service.

15.2

C had a contract with SP for telephone services. C's telephone stopped working and C reported the fault to SP. C was left without a telephone line for over eight months. C telephoned and wrote to SP to complain but did not get any reply. C complained to Otelio.

SP advised that the delay had been due to circumstances beyond its control. SP accepted that there had been shortfalls in its communication with C but had credited the line rental charges to C's account.

The Ombudsman was not satisfied that SP did everything it could to restore the telephone service and considered that there had been shortfalls in SP's customer service. The Ombudsman required SP to restore the telephone service as a matter of priority, and to provide a cheque refund covering the credit balance on the account plus an additional amount as a goodwill gesture to compensate C for the inconvenience.

15.3

C lost the telephone service and broadband when the line was upgraded. C was without a telephone for six days and then for a further period of 11 days. C lost the broadband connection completely. C complained. SP still did not restore the service and C was eventually informed that the broadband had been disconnected and that C would need to reapply. C re-applied but the service was still not connected. C cancelled and transferred to another provider. C disputed the final bill as C objected to paying for the line rental when C had been without services. SP failed to answer C's complaint and C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP and required SP to provide a goodwill refund and to provide a goodwill credit for the balance on the account.

17.0 Fraud

17.1

C was a victim of identity fraud in that C's details were used to take out contracts with SP at a third party retailer. C established after investigation that the contracts were taken fraudulently and withdrew any debt collection agency action and confirmed that there had been no adverse impact on C's credit reference files. C asked for a considerable amount of compensation. This was not considered appropriate as SP had acted in good faith and had itself been a victim of the fraud.

SP was required to send C a letter confirming C's disassociation with the accounts and that C's credit file had not been negatively affected due to the identity fraud cases.

19.0 Installation

19.1

C complained that provision of a service was delayed for several weeks. C complained but SP failed to respond. C wrote many letters to SP, which stated it only received them together and were responded to by telephone. SP offered refunds as goodwill gestures, including the period that C was unable to use SP's service.

The Ombudsman considered C clearly had poor customer service, but was not all directly attributable to failings of C. However, a requirement was made of SP to make a formal written apology for the delays and shortfall in customer service, along with an additional goodwill payment.

19.2

C said that sales rep informed C that connection was only so much. C was then charged a full connection for the line and disputed this with SP. SP maintained as correct but refunded C with part of the cost as goodwill. C remained dissatisfied and wished to cancel without penalty. SP said that the connection charge was correct as C had had a new line installed. SP said however that it had refunded C due to any misinformation received at the point of sale.

The Ombudsman said that the misinformation or misunderstanding of the connection did not justify cancellation without penalty. SP's refund of these costs was also viewed as a reasonable response for any misinformation.

24.0 Mis-selling

24.1

C complained to the SP about some incorrect advice that was provided at the point of sale. C stated this involved the mis-selling of three contracts (a mobile, landline and broadband service), but as this involved a salesman at a third party retailers store the SP stated it was unable to comment on the matter. C continued to complain to the SP, as it was unable to provide the promised broadband service. This led to the SP passing one of the accounts to a debt recovery agent.

On review the SP concluded that C had failed to receive an acceptable level of service and decided to cancel both of its accounts and the outstanding balances as a gesture of goodwill. In light of this fact, and the poor customer service, it was proposed that the Ombudsman should now require the SP to send a letter of apology, provide written confirmation that the accounts had been cancelled, ensure any adverse credit information was removed, and make a further goodwill award.

29.0 Premium Rate Services

29.1

C received telephone bills which contained high call charges to Premium Rate numbers and these were paid by Direct Debit. C disputed the charges because SP had started to charge by the minute rather than by the second. SP argued that the Premium Rate Service providers were responsible for setting the price of a call.

The Ombudsman discovered that SP had changed the way it charged customers for calls to Premium Rate Service numbers. There was no evidence that SP had informed C of this change. Therefore, C had not been aware that C would incur higher charges. In view of this, SP was required to refund the additional amounts C had been charged since the change had come into effect.

29.2

C disputed international rogue dialler calls billed by SP. SP maintained as correct but admitted that it had not provided C with all the correct information.

The Ombudsman said that C remained liable for the disputed calls as they had been caused by C's equipment connected to the line. SP only carried the calls in good faith. In recognition of the lack of information given to C the Ombudsman required SP to award a nominal goodwill payment.

32.0 Refunds

32.1

C cancelled their account with SP and was told they would receive a refund for the credit on the account. C did not receive a refund but continued to be billed. C experienced a poor level of customer service. SP explained it had billing system problems which were now resolved. SP arranged C's credit refund and made a goodwill offer for its failures in this instance.

The Ombudsman considered that a clear shortfall in customer service had occurred in this instance. However, the Ombudsman considered SP's goodwill offer to be reasonable. SP was required to fulfill its offer and write a letter of apology.

34.0 Service Transfer

34.1

C moved home. C asked SP to transfer C's services to C's new home. SP agreed. However, SP continued to send bills to C for C's old address. C complained. SP agreed to resolve the matter, but never did. Instead, it disconnected the services supplied to C's new address. C asked SP to cancel the contract. SP agreed. C wanted compensation from SP. SP refused.

The Ombudsman was unsure if C had received a refund of incorrect payments made on the account, and required SP to ensure that this had been done. The Ombudsman was also of the opinion that SP was responsible for causing C substantial inconvenience, and therefore required SP to make a payment to C as a goodwill gesture.

34.2

C requested to transfer their account to their new address but there was a delay in the Supplier doing this. Due to the delay C requested for their account to be cancelled but

the Supplier failed to action this. C made several complaints before the Supplier cancelled the account and credited the overcharges. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier failed to take appropriate action. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

34.3

C asked for a transfer of services to another broadband provider. SP promised that the transfer would be a simple process and C would not result in C being without a broadband service. This was found not to be the case when five days later C's service ceased with SP. C complained to SP about the cease and acted on SP's advice to change a modem and have a computer check carried out because the fault lay there. However, the fault transpired to be a line fault. SP had given C incorrect information. C then asked SP for a Migration Authorisation Code (MAC) but SP delayed in providing this. This resulted in C's transfer of service being further delayed. C complained to SP and SP offered a goodwill gesture to C which C felt was insufficient and declined. C complained to the Ombudsman.

The Ombudsman concluded that SP accepted that C had been without a service and that there had been shortfalls in customer service and the offer SP had made to C was insufficient. The Ombudsman decided that SP should make a more appropriate goodwill gesture to C that was proportionate to the inconvenience caused.

38.0 Terms and Conditions of Contract

38.1

C complained as SP did not honour its written promise to reconnect C if no call was made on the pay as you go mobile service. SP apologised and stated it could no longer do this due to its terms and conditions. SP provided a goodwill credit. The Ombudsman considered that SP could not be asked to honour its original promise since it had made a Commercial Decision in its Terms and Conditions to disconnect an account if no call was made within the six month period. However, the Ombudsman was of the opinion that since SP did make an original promise it should take responsibility. The Ombudsman was of the opinion that sufficient credits had already been applied by SP, but required SP to provide an additional credit.

C was expected to make a call at least once every six months in order to avoid disconnection by SP.