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## **1.0 Auto Diallers**

### **1.1**

C queried final bill with SP. SP did not address C's concerns adequately. SP engaged its collection process.

Ombudsman found that C had received poor customer service. C concerns were not addressed in a timely manner. C's complaint could have been avoided had SP addressed C's concerns. An award was made for the shortfall in customer service.

### **1.2**

C requested transfer of service on agreed date. SP completed an early transfer of service. C made his complaint known to SP. SP did not respond to letter of complaint.

Ombudsman found that SP should award a goodwill payment for the poor customer service and also confirm the term of agreement

### **1.3**

C requested account cancellation. SP claimed that it did not receive cancellation letter. C continued to be charged on the account. Due to non-payment SP referred account to debt recovery.

Ombudsman found that SP should cancel contract without penalty and also award a goodwill payment for the poor customer service and remove any adverse information on C's credit file.

### **1.4**

C had telephone line disconnected in error. C was without a fully operational phone service for several days. SP reassured that matter would be resolved in a timely manner. C also received billing charges without adequate explanation

Ombudsman found matter had not been resolved in a timely manner. There was a shortfall in customer service. C was awarded a goodwill payment and all relevant charges on disputed account were removed. SP was also asked to provide original telephone number.

### **1.5**

C was quoted a package charge for both calls and broadband from an SP. However, it turned out that incorrect prices had been given to C. When C called the SP it rang C and confirmed that it would cancel the agreement without any charges and that it would cancel C's telephone line. However, the SP failed to do this. C wrote to the SP but received no response.

The SP verified that it had misinformed C on the pricing and also confirmed that it had told C that it would cancel the agreement without C incurring any charges. It offered to maintain its promise and to send a letter of apology and a goodwill gesture. The Ombudsman decided that this was fair and reasonable and that the SP should maintain this offer.

## **1.6**

C was provided with a broadband service by SP. C received an email notifying that an allowance had been exceeded and charges would be made. C complained that he was lead to believe that the allowance was purely for downloads. C stated that SP had changed its terms and conditions which caused charges to be incurred. C wrote to SP but the responses were vague and referred C to different departments. C claimed the advisers did not know what the complaint was about when they rang.

The Ombudsman reviewed the standard terms and conditions and noted that advance warning was given to customers when terms changed only if SP envisaged that the change had a material effect on customers. The Ombudsman considered that SP was able to vary the terms and that this change did not affect C materially as the charges were nominal and it could not be determined when the terms changed. However C claimed the websites changes had totally changed the agreement C had made when signing up for the service. The Ombudsman considered it fair to allow C to cancel the agreement without penalty. SP had also shown an unsympathetic and poor response to the complaint and so it was to write an apology and credit the account with a goodwill payment. Finally C asked for clarification over the calendar month in which the allowance could be used and this was a reasonable request.

## **1.7**

C wanted a cancellation of service as C claimed to have not received upgrade handset. SP maintained its position. SP stated it acted in accordance with its delivery process and found no evidence to suggest that it had delivered incorrectly.

Ombudsman found that C had received a shortfall in customer service. However its offer to remove the replacement handset charge was fair and reasonable. SP was required to maintain this offer and if required by C provides C with a replacement phone.

## **1.8**

C's tenant transferred C's service without his consent. SP actioned the request. C demanded that service should be transferred back to his preferred provider as he had

not authorised such a transfer in the first place. SP did not investigate the matter and respond to C's with its findings in a timely manner.

Ombudsman found there had been a shortfall in customer service. SP had failed to investigate and provide an explanation to C. C was awarded a goodwill payment and an apology letter.

## **1.9**

C was victim of a rogue dialler and incurred a large charge on his account. Sp refused to waive this charge as it had reviewed the accuracy of the charge and found no fault or overcharging.

Ombudsman found that no further action was required by SP. It had investigated C's concerns and also clarified its position on a number of occasions.

## **1.10**

C placed order with SP for a Broadband service. SP set up account but due to problems with service cancellation was provided. SP also cancelled mobile account due to non-payment and applied relevant charges.

Ombudsman found that C had received a reasonable level of customer service. C concerns were addressed in a timely manner C was provided with updates on complaint. No further action was required.

## **2.0 Billing**

### **2.1**

C gave notice at the end of their contract with an SP. However, the SP cancelled the Direct Debit early. This meant that it was unable to collect the final payment. Unfortunately C had moved house and did not receive any reminder letters. The SP then put a default notice on C's credit file. C contacted the SP with proof that it had cancelled the Direct Debit early and also that they had moved house. The SP refused to remove the default notice. It said it was a true reflection of events.

The Ombudsman decided that there was sufficient evidence to show that C was unaware of the final payment. C had also taken out a new contract with the Sp and provided it with their new address. The SP was required to remove the default notice and offer C an apology and a gesture of goodwill.

### **2.2**

The customer stated an engineer failed to attend the property as arranged and the installation of the line was delayed. The company then applied an installation charge and charged for the wrong period. The customer escalated the complaint to no avail and experienced a shortfall in customer service.

In resolution the Ombudsman required the company to send a letter detailing all the credits that have been applied to the account; ensure that the initial charges raised for the installation are fully investigated and removed; apply a credit equivalent to the installation charge as promised in goodwill; make a goodwill gesture in recognition of the customer service issues and missed appointments; remove the disconnection charges and reconnect the service without charge, and to issue a formal letter of apology in view of the time and inconvenience caused.

### **2.3**

C had a mobile phone contract that C believed included international calls through an access number within the inclusive minutes. After several months C was charged for those calls where charges had not previously been applied. C complained to SP which explained that the charges should have been applied but were not due to a system error. SP did not ask for payment for previous calls but included recent calls on the bill. C withheld payment while disputing the bill and SP suspended the service. SP also referred the account for debt collection. C asked for the payments to be refunded and for loss of earnings to be taken into consideration.

The Ombudsman noted that SP had not changed the terms of the contract but that it had simply corrected an error in its system meaning that calls it should have charged for were now being billed. Therefore C had benefited from SP's error but was now due to pay for international calls. However, the Ombudsman required SP to apply a credit to the account in recognition of the false expectation that C could make unlimited international calls and the higher charges for one month as a result of that expectation. SP was also required to issue written confirmation of the outstanding balance along with confirmation that the deposit was used against the balance.

### **2.4**

C requested that a mobile call bar was placed on C's line and the SP advised that it would be activated. The call bar was not activated and C incurred mobile charges. C requested a refund of these charges but SP refused and offered a goodwill credit instead. C remained unhappy and the SP investigated the matter further and noticed that C had previously been advised that all such charges would be refunded. The SP has agreed to refund these charges.

The Ombudsman was satisfied that SP had agreed to refund these charges and asked it to ensure this was actioned and a breakdown of the refund sent. The Ombudsman was satisfied that the SP had credited C's account with sufficient goodwill gestures to account for the shortfall in customer service provided.

## **2.5**

The SP charged C for a different number than the one C had. C refused to pay and SP cut the line. The SP recognised there had been a shortfall in customer service and offered a goodwill gesture.

The Ombudsman decided that the line had to be reconnected and an apology and goodwill gesture sent to C.

## **2.6**

SP took a payment from C's account that did not match with the online bill C received. SP advised there was an error resulting in the online bill not being issued but payment was taken as usual. C complained that SP should not have taken payment.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and send a copy of the relevant bill for C's information. The Ombudsman further directed that SP should make a goodwill payment.

## **2.7**

C transferred telephone services to SP. A problem occurred in the transfer leaving C without a service. SP resolved the problem but C began receiving bills for different accounts and phone numbers. Unknown to C, SP had cancelled the account and provided C with a new account and temporary numbers. SP incorrectly charged C a termination fee after the account was closed, alerting C to the problem. SP resolved the issue of the accounts and credited C for incorrect charges. However, C remained dissatisfied with the level of customer service received.

The Ombudsman directed that SP should write a letter to C outlining the following points:

- confirm that all payments made by C have been correctly allocated and that all charges erroneously billed have been credited back
- confirm all accounts are now correct
- an apology for the shortfall in customer service

The Ombudsman further directed that SP should make a goodwill payment.

## **2.8**

C took out an advertisement in a telephone book with SP. In the advertisement, the address was incorrect.

The SP said that the advertisements that the customer paid for were correct and the error was only in the classified section, which was free. It offered a goodwill payment to C for inconvenience.

The Ombudsman required that the SP make the goodwill payment it had previously offered, and a written apology to C for the inconvenience caused. The Ombudsman was satisfied that the C had received the service that C had paid for.

## **2.9**

C received a large bill and identified anomalies with the calls itemised. C complained to SP as this had happened previously and SP provided full refund on previous occasions. However, on this occasion SP refused to refund and stated there was no fault and thus the charges stood.

The Ombudsman could see no reason why C should be liable for the call charges associated with the anomalies within the bill and required the SP to remove the charges. The SP was also required to write to C, apologising for the inconvenience arising from contacting SP and lack of customer service received.

## **2.10**

C was contacted by an SP and the SP transferred their service without permission. C complained and the SP upheld C's complaint then cancelled C's lines but would not let C transfer to another provider as the SP said C owed it money.

The Ombudsman decided that C's lines had been transferred without C's permission and that after investigation the SP had also agreed. However, as C had been forced to use their service C was not liable for the cost of calls owed and the SP had to release C's lines and pay C a gesture of goodwill.

## **2.11**

C contacted SP to install a line. SP supplied an out of area number and C was unable to use it via another Internet Service Provider. C contacted SP and SP agreed to cancel the account. C began to receive invoices for the cancelled account. C contacted complaint department who offered C a goodwill payment that C declined. SP supplied no case file for this complaint.

The Ombudsman required SP to cancel C's invoices; to make a goodwill payment; and to send a letter of apology.

## **2.12**

C wanted to add 2 contracts to the existing one, one residential and one business. C was unable to gain internet or e-mail access. The problem persisted for several months. C cancelled the contract but continued to receive bills on one account. C had transferred to another SP. C wanted to claim for business losses. The Ombudsman recommended SP credit C's account to ensure a zero balance and pay £50 as a gesture of goodwill for the inconvenience suffered and the poor customer service

### **2.13**

C was unhappy that charges had been raised for an engineer visit during the connection of the telephone line. SP first reduced and then withdrew all charges relating to the visit.

Although the charges were withdrawn, the Ombudsman requested that SP provide C with a goodwill gesture due to the inconvenience caused and as no response was provided to C's concerns.

### **2.14**

C moved to a new address and requested a final bill for the previous property. However, this was never received and a refund that was due was never sent. C complained to the company on many occasions, but the matter remained unresolved.

It was informally agreed that the company would amend the account, send C a revised final bill, any refund due and a letter of apology for the shortfall in customer service.

### **2.15**

C was unhappy that the telephone service was not provided despite receiving assurances that an order had been placed. SP acknowledged that delays had been caused due to the order being cancelled in error and an external fault. SP proposed to provide C with a goodwill gesture due to the delays experienced,

The Ombudsman requested that SP should provide a credit for the lack of service and supply the service requested. SP was asked to provide an additional goodwill gesture and apology due to the inconvenience caused and additional costs incurred.

### **2.16**

C had an account with SP and paid by direct debit. C set up another account and did not pay by direct debit. C advises payments made but SP advises no payments received. SP restricted service for non payment. C disputed and sent SP correspondence with information demonstrating some payments. SP did not take ownership of complaint and did not deal with all of C's requests.

SP did send information after accounts had been stopped but C remained confused and believed payments were made but not registered.

The Ombudsman required SP to make a goodwill payment, write a letter of apology and ensure the accounts were suspended pending case resolution.

Customer Service - payments

## **2.17**

International calls were made fraudulently through C's telephone line. C received calls from people overseas who were querying missed calls from C. C alerted SP to this but it took no action. SP noticed an unusual call pattern some days later and placed a bar on international calls. C complained that SP should have barred international calls earlier than it did. When C complained, SP failed to respond to some letters or give C a full response to the complaint. C's services were also restricted when C was advised that they would not be during the investigation.

The Ombudsman was of the opinion that SP could have taken action to bar the international calls sooner. The Ombudsman also believed C had experienced a shortfall in customer service and required SP to:

- credit all international calls made from C's line after the day he advised it that he though there may be a problem;
- apply an additional goodwill credit in consideration of the customer service shortfalls; and
- send C a letter of apology.

## **2.18**

C moved house and after the SP reconnected C it started to send C one bill but for three line numbers. C paid what was due but the SP cut off C's line. C was reconnected but was unable to stop the SP sending bills for three lines.

The Ombudsman decided there was a shortfall in customer service and required the SP to send C the correct bill and a gesture of goodwill.

## **2.19**

C believed payments were missing and disputed the outstanding balance. C's line was suspended so C paid the balance and there was a delay in the line being reconnected. C received a debt collection letter but still believed not all payments had been credited to the account. C experienced a poor level of customer service. The SP failed to comment on C's complaint.

The Ombudsman could not establish if C's payments had been credited to the account or if there was an outstanding balance. Therefore, the Ombudsman required the SP to carry out an investigation and to confirm to C the payments that had been credited and what the outstanding balance related to. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the SP to make a goodwill payment and write a letter of apology.

## **2.20**

C received a bill from SP which included charges for an internet service which C thought had been cancelled several years earlier. C complained to SP and requested a refund for all charges paid since the initial cancellation, but SP refused to do this.

The investigation found that the initial claimed cancellation of the service predated the existence of Otelo and, therefore, no consideration could be given to this issue. In any event, no evidence had been provided by either party to confirm any such cancellation. What was clear was that C had been receiving bills from SP throughout, which included details of the cancelled service and the subsequent charges, yet C never queried this. On this basis, the investigation was satisfied that C was due no refund and should take responsibility for checking C's bills and charges. However, SP had already offered to provide C with vouchers, as a goodwill gesture. This was considered to be fair and reasonable to resolve the matter and, therefore, that offer was maintained.

## **2.21**

C complained that SP failed to close an account when requested and continued to send C bills. C complained but got no response initially and was unable to settle the problem, despite making many calls which were noted by SP. C complained to the Ombudsman, at which point SP accepted there had been an error on C's account. It offered to credit the unwarranted bill in full and provide a goodwill payment.

The Ombudsman considered there had been poor service for C but that this had been acknowledged by SP, with an appropriate goodwill gesture. It was required to complete this and provide a written apology for the poor customer service with confirmation that the account was closed with a nil balance.

## **2.22**

C complained that SP continued to send bills to C in the name of a third party, when it had been repeatedly asked to change its details. C complained in writing but SP failed to respond. C then complained to the Ombudsman. SP then accepted there had been poor customer service. It offered an apology and a goodwill gesture.

The Ombudsman considered there had been poor customer service, but could see that the earlier letters from C have either not been received or not logged. However, the proposals from SP were considered appropriate under the circumstances. It was required to ensure its suggestions were carried out, with written assurances that the situation would not happen again.

## **2.23**

C transferred to another service provider. However, C continued to be billed by previous SP. C contacted SP but SP did not take ownership of complaint. Eventually SP stopped billing C. C wanted money refunded and contacted the Ombudsman Service.

Ombudsman requested case file from SP. SP stated issue occurred due to system error. Ombudsman found that refund had already been provided. Ombudsman required SP to make written apology and goodwill payment for inconvenience caused.

### **3.0 Broadband**

#### **3.1**

C complained to the SP about its delayed broadband provision. The SP accepted that delays had been experienced but that it had provisioned the service within acceptable timescales. C decided to cancel the account and was unhappy when early termination fees were applied. C then changed their mind but was still unable to connect to the service. C repeated their request to cancel the service without penalty, but the SP refused stating it had not been given an opportunity to resolve C's technical problems. C complained to the Ombudsman about the delays experienced, the poor customer service received, and the fact that a promised modem was never received.

It was concluded that the SP had acted in line with its Terms and Conditions. However, as C had experienced a number of connection problems, delays, and poor customer service, it was considered fair that all charges were cancelled.

The SP was required to cancel the account and all charges as a gesture of goodwill, and remove any adverse credit information relating to this matter.

#### **3.2**

C agreed to a broadband contract with SP. C experienced some technical problems, which SP resolved. C contracted a virus on C's computer and held SP responsible. SP gave C technical advice on how to get rid of the virus and C claims the advice made the problem worse. C complained and Sp applied some credits as a goodwill gesture. C wanted the contract cancelled without penalty but SP refused to cancel the contract without applying termination fees. C cancelled the Direct Debit and sent letters of complaint. Supplier maintained its position.

The Ombudsman was of the opinion that C had agreed a minimum term contract with SP, which had helped C with the technical problems each time C had called. The Ombudsman considered SP's goodwill credits generous and required no further action from SP.

#### **3.3**

Domestic Customer - Broadband order failure - compensation request.

The complainant signed-up for free broadband with the Service Provider. The complainant's order failed and the complainant then signed-up with another provider and requested compensation from the first Service Provider for the time wasted and inconvenience caused. The Service Provider declined this request but asked for copies of telephone bills to consider refunding call charges but the complainant refused to provide this material.

The Ombudsman concluded that there had been a shortfall in customer service arising from the initial order and directed the Service Provider to make a goodwill gesture to redress it.

### **3.4**

C joined an ISP for broadband. However, once connected C suffered continual connection problems. After two months without broadband, C decided to move to another ISP. The ISP gave C a MAC code but then would not release C's line. The ISP refunded C's broadband charges but would give no compensation.

The Ombudsman decided that the ISP was incorrect in that it failed to release C's line. Under Ofcom regulations brought in to enable seamless transfer of the consumer the ISP should have released C's line. It was decided that C had suffered a shortfall in customer service and C was awarded a goodwill gesture.

### **3.5**

C had a broadband service which was found to have a slow connection speed. Testing was carried out and it was established that it would not be possible to provide the broadband at a faster speed. It was accepted that no service provider can guarantee a fault free service therefore no criticism was made SP for the slow speed but it was also note that having established this SP had failed to allow C a fee free cancellation once this had been established.

SP was required to provide a letter of apology for the poor customer service experienced, to provide a 'one off' payment in respect of additional call charges to SP to refund the cost of the broadband charges paid since the fault was reported and if this service was supplied as part of a package the refund was to be provided proportionate to the number of services provided within the package. SP was also required to provide a goodwill gesture and to cancel the broadband service on a fee free basis. If C wanted to retain any other aspects of any package subscribed to this was to be allowed and the contract was to be considered uninterrupted in terms of length of service.

### **3.6**

C decided to transfer the telephone and broadband services to an alternative service provider. The telephone services transferred away without any problem, but the broadband service remained active with SP, as C had not requested a MAC code. SP informed C that charges for the service had continued to be accrued until a certain date,

but C argued that the account should be revised back to the date the telephone services were cancelled. C also wanted an assurance that SP had not added any adverse information onto C's credit file.

The Ombudsman concluded that C was liable for the broadband charges, as C had failed to follow the correct procedure. Therefore, SP was unaware that C no longer wanted the service. SP was required to send C a final bill for payment and an explanation as to how the bill was calculated. SP was not required to remove any default on C's credit file, as the debt was owed.

### **3.7**

C complained that they were unable to use SP's service, despite trying out the technical advice offered. C asked to cancel the contract and SP applied a termination fee, which C complained was unjust.

The Ombudsman reviewed C's case and decided that C was outside the cooling off period and that the termination fee was valid; no further action was required of SP.

### **3.8**

C complained to their SP as they were experiencing broadband connection problems. The SP sent an engineer but charged C twice. C complained and refused to pay the bill. The SP refunded both charges but C was still not happy as C had been cut off for two days and also wanted their physical line upgraded from aluminum to copper. The Ombudsman decided that as the SP did not own the line this was a commercial decision by a third party provider and that C could not force their SP to do this. The SP was asked to send a small goodwill gesture to C for their inconvenience.

### **3.9**

C experienced a loss of broadband service for approximately one week and complained to SP both during this period and also once the service was reinstated. Having waited for an initial response from SP, C was unhappy with that response and the offer of recompense. Therefore, C complained to SP again but the matter reached deadlock.

For investigation, SP acknowledged C's loss of service but maintained its offer of recompense was fair and reasonable. In full consideration of that matter, the investigation concurred that the offer was fair and reasonable. However, it was clear that C had also experienced other shortfalls in customer service in relation to SP's overall response to the complaint. Therefore, it was proposed for SP to increase its goodwill offer to C and also provide an apology.

### **3.10**

C requested broadband from SP. It provided the service for a short time but the service developed a fault. SP decided that it was unable to provide a steady service and ceased the broadband. C complained but SP maintained that broadband could not be provided.

The Ombudsman was of the opinion that SP was under no obligation to provide broadband and required no further action.

### **3.11**

C reported a fault with broadband but the SP did not resolve the fault. C cancelled their account and incurred a termination fee. C disputed the fee but the SP maintained C had not given it an opportunity to resolve the fault. C experienced a poor level of customer service.

The Ombudsman was of the opinion that C had not given the SP a reasonable opportunity to resolve the fault prior to cancelling. However, the Ombudsman considered a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

### **3.12**

C experienced connection problems with C's telephone and broadband service. C complained to SP about the loss of service and although SP offered some recompense for this, C rejected the offer, as C felt this did not justify the nature of the complaint.

From the evidence provided, although the investigation found that C was without a full service for a prolonged period, it was satisfied that SP's previous offer was fair and reasonable recompense. Therefore, it was proposed that this offer be maintained to C.

### **3.13**

C rang their SP and requested to go onto a 12 month line and broadband package. The SP failed to supply the modem and C cancelled their services after six months of attempting to obtain the modem. The SP then applied an early termination fee and chased C when they refused to pay.

The Ombudsman decided that the SP should not have levied the termination charges as it was considered that it had not provided the service. The SP was required to cancel all outstanding charges and to forward a gesture of goodwill.

## **5.0 Cancellation**

### **5.1**

C advises they called SP to request service but misunderstood and provided details of where they were calling from rather than where they wanted a line installed at. This resulted in a line being provided at a wrong address. C has cancelled the line and would like the termination fee waived. SP advises that the call recording of the sales call was unclear over the advice C was provided with and SP concludes that it considers it reasonable to credit the cost of the termination fee to the account as a gesture of goodwill.

The Ombudsman agreed that C should not have to pay the termination fee and required SP to credit the cost of the termination fee as a gesture of goodwill. In addition, SP was required to apologise for any inconvenience caused as a result of this matter.

## **8.0 Customer Service**

### **8.1**

C arranged for a line to be installed but the engineer did not turn up. C cancelled the order but then incurred charges from the SP. C made several complaints to the SP but it failed to respond. C experienced a poor level of customer service. The SP failed to provide a case file.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The SP was required to refund the charges on C's account and make a goodwill payment. The SP was also required to write a letter of apology.

### **8.2**

C had a fault on their line and was charged for duplicate engineering charges as the fault was raised three times. SP refunded two of these charges and it maintained the last charge. C states they received poor customer service and SP did not reply to one of their letters. C requested compensation for the time they incurred rental when the fault was in existence.

SP says all credits were applied to the account at the time but it maintains one engineering visit. SP offered to make a goodwill payment as the complaint could have been dealt with in a timelier manner.

It was recommended SP should issue a letter of apology, to make a goodwill payment in recognition of the delays experienced, to ensure all credits have been applied to the account and to make a payment to cover any late payment fee's incurred whilst the account was in dispute.

### **8.3**

C was not advised of a change in SP's inclusive call allowance and wanted to cancel contract on that basis and complained to SP about it.

The company confirms it informed C and therefore as per t and c's is not at fault and confirms if C wants to cancel contract then C is liable for cancellation charges.

The Ombudsman considers the outcome made by SP is acceptable but does require a goodwill gesture as regards to its failure to respond to C in a reasonable time.

#### **8.4**

C requested telephone service be transferred to a new address and account be put into joint names. C also believes that final bill was incorrect. SP explained process and maintains that bill is correct. C want compensation.

The Ombudsman believed that the SP had followed the correct procedures in accordance with the terms and conditions. It noted that the SP had made a previous offer to C and requested that this offer be reinstated with a small addition to cover some out of pocket expenses incurred by C.

#### **8.5**

C ordered a telephone line with SP. But after there appeared to be a delay with the set up, C cancelled prior to activation. C then received a bill and then confirmation that the account was closed but with a balance remaining. C continued to complain and received correspondence by email which C found confusing. The matter continued and was referred to the Ombudsman as SP had not replied to the postal complaint letters.

SP acknowledged the error stating that the account was closed. It offered an apology, confirmation of the nil balance and closure of the account, and a goodwill gesture in recognition of the shortfall in customer service. The Ombudsman considered the offer reasonable but required SP to ensure the account was closed to a nil balance as C had been notified of a balance after SP said it had applied the credit.

#### **8.6**

C requested a line from SP over the Internet. C stated that calls were placed to the SP to confirm the order but they were not returned. C also stated that a letter was written but the SP did not respond. C provided no evidence of the calls made and it was noted that the SP had called C on one occasion. C did not provide copies of letters sent and the SP said that no letters were received. In light of this, the Ombudsman required no further action by SP as no evidence of a shortfall in customer service was found.

#### **8.7**

C received incorrect advice in a retail store in relating to transferring a business account to a residential account. After a period of six months SP confirmed that the process was not possible since the line needed to be returned back to the main line provider. C

complained about inconvenience and costs. SP apologised and offered an apology for poor service, incorrect advice and in recognition a goodwill payment.

The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide an increased goodwill payment and to advise C in writing what steps C needed to take to obtain a residential landline and broadband service.

## **10.0 Directory Listing**

### **10.1**

Business Customer – Error in Directory Listings

The complainant, a small business, requested two numbers be listed in Directory Enquiries. However, the Service Provider incorrectly listed the numbers and callers to the business that called the first number were not connected. The complainant complained to the Service Provider and a goodwill gesture was made for the shortfall in customer service. The complainant was unhappy with the offer and complained to the Ombudsman.

The Ombudsman considered the complainant's request for considerable compensation but was unable to agree to this as the complainant was unable to provide quantifiable evidence. However, the Ombudsman felt that the offer the Service Provider had made was not in proportion to the level of inconvenience caused and as a result the Ombudsman directed the Service Provider to increase the level of the goodwill gesture.

## **11.0 Disconnection**

### **11.1**

C received a letter from their SP informing C that they were sorry they were leaving. C rang the SP within the stipulated time frame to say they did not wish to leave. However, C' line was ceased and C lost their telephone number. C asked the SP to provide their telephone number but it could not. It also said it was not its fault.

The Ombudsman decided that C knew nothing about the impending transfer and had responded within the timeframe, so there was no reason for C' line to have been ceased. It was considered that if the internal processes for stopping the transfer were flawed that this was not C's fault. The SP was required to send an apology and a gesture of goodwill.

### **11.2**

SP disconnected C's line in error. C was without access to a telephone and broadband for a number of weeks. SP failed to respond to numerous letters from C.

The Ombudsman recommended SP pay £85 to C for the losses she has suffered and the poor customer service experienced and provide a written apology for the shortfall in customer service.

### **11.3**

C's line was disconnected prematurely before the disconnection date and later switched on after two days loss of service. C claimed business losses and compensation. SP advised that C was responsible for the charges on the account.

Although the Ombudsman appreciated C had not provided evidence of actual business loss it was likely that there had been some business losses. Furthermore, it appeared that SP not take the appropriate action to claim losses on behalf of C against the line provider as it initially promised C. The Ombudsman required SP to clear all line rental charges and attached services to the line from a certain date to date. This included any administration and late payment fee charges. However, C would remain responsible for any call charges on the line after this date since these charges would have been incurred regardless of whom the service provider was. Furthermore, SP was to clear the charges relating to engineering visit as a goodwill gesture; to provide an apology for the shortfall in service levels and in recognition apply a goodwill credit to the outstanding amount on the account. Any excess credits left on the account if any were to be refunded via cheque; and to provide C with assurance that no adverse information had been recorded on C's credit file in relation to matters.

## **12.0 Disputed Charges**

### **12.1**

C requested telephone service with SP. An engineer installed the service and C disputed the charges that the engineer raised for the installation. The C stated that C found it difficult to contact SP by telephone.

The Ombudsman could see no reason why C should not be liable for the installation charges and required no further action from SP. It required that the SP write to C, apologising for the difficulty arising from contacting SP.

### **12.2**

C wanted to transfer a current number to a new address when C moved. SP advised C could do this as there was an existing line. SP later changed its view. SP charged a connection fee which C disputes.

The Ombudsman recommended SP refund by way of cheque the sum of £124.99 in respect of the connection fee charged, and pay a sum of £15 in respect of the poor customer service experienced.

### **12.3**

C agreed a lower tariff rate when entering into an agreement of services with SP. SP did not reply to the Ombudsman. The Ombudsman found that SP had charged C incorrectly within the first three months of the agreement and a refund was due. C was also not shown a level of service normally expected.

The Ombudsman required SP to credit the difference in tariff charge initially agreed to C's account, make a goodwill gesture payment to C by cheque or BACS and send a letter of apology for the service shortfalls highlighted in the report.

### **12.4**

C was charged for 08 numbers and disputed them. SP stated that a tariff change was made and that its entire customer were informed and additionally offered a chance to cancel the service and C did not reply. The Ombudsman found that SP had advised all its customers of the change in tariff as required and that C had failed to reply.

The Ombudsman required no further action from SP in this case.

### **12.5**

C contacted SP to arrange to pay by Direct Debit and add a call barring to the service but C's call went unanswered for two hours before C ended the call. C then attempted to register the account online but C was unable to do this due to system problems. C wrote to SP with C's request. The SP sent correspondence to an incorrect address which resulted in payment being delayed and charges were applied to C's account. C has also detailed errors with the SP's online billing system.

The Ombudsman concluded that any charges for late payment or paper bills should be credited back to the account as a gesture of goodwill. The Ombudsman noted that C had requested the cancellation of call barring and requested that the SP confirmed this had taken place and credit back any charges that had been applied after C's request to cancel this feature. The Ombudsman also decided that the SP had provided a shortfall in customer service and that the account should be credited with a goodwill gesture and a letter of apology sent to C.

### **12.6**

C was unhappy that a Termination Fee would be applied due to a transfer to a new service provider. The SP confirmed that the fee was applicable as per its Terms and

Conditions, but offered to withdraw a part of the term of the contract as a goodwill gesture.

The Ombudsman considered that it was appropriate for the SP to apply its Terms and Conditions and therefore no further action was required other than to maintain its offer.

### **12.7**

C disputes connection charges levied by the SP. C is also unhappy with the service provided and customer service received. The SP believes it has provided an acceptable level of service and the connection charges have been correctly levied.

The Ombudsman could see no reason why C should not be liable for the connection charges; it was also felt that the level of service was acceptable and required no further action from SP. However there were issues with regard to the standard of customer service and the SP was required to write to C, apologising for the difficulty arising from connecting and the level of customer service. In addition to this the SP was required to make a goodwill payment.

### **12.8**

C made a payment to SP which was not acknowledged and SP then disconnected the service. It was accepted that C made considerable efforts to resolve and progress this situation but SP failed to make any meaningful response. This led C to request the cancellation of the account. Given the failure of SP to respond to C's contacts this request was considered reasonable. It was found that SP had provided poor customer service.

SP was required to confirm that C's account was cancelled without any Early Termination Fee being applied, to clear any charges applied to the account since it had been disconnected and to refund any payment made for services after that date. SP was also required to confirm that no adverse entries have been made on any credit reference files held in relation to C or, if any entries have been made, to correct them immediately and to provide a goodwill gesture in the form of a cheque.

### **12.9**

C received a very large bill for mobile internet usage from SP having used the service for a very short period whilst moving from one property to another. C claimed that when upgrading the service the advice given about tariffs was incomplete and that the agent had failed to advise that after a certain download threshold was reached the customer would be charged per MB of data downloaded. This was a very important and onerous condition of the agreement and could lead to very high charges very quickly. There was no recording of the upgrade call so the decision had to be reached on the balance of probabilities. It was found that C would have been careful to check on the billing applied to the service and that the SP agent spoken to had not provided full billing information.

SP was required to recalculate C's billing in relation to mobile internet usage on the basis that C was to be charged at the rate applied up to the threshold throughout the internet usage and that SP was not to apply the higher tariff for data downloading.

### **12.10**

C's account was acquired by a new service provider which did not apply the same discounts that the original provider did. Credits were eventually provided but C continued to dispute that all credits had been supplied and further that charges for another number were being billed. SP failed to address this matter and concluded that the dispute was settled. This was not found to be the case and it was also found that there had been a shortfall in the customer service that had been provided.

SP was required to provide a letter of apology, appoint a senior representative, qualified to handle all of the various aspects of the dispute raised and have this agent call C to fully discuss all matters raised in this complaint; this person was also to provide contact details (including a direct contact number), ensure that the issue of call charges relating to the disputed number were either explained or credited, provide a goodwill gesture, a renewed and up to date statement of account (including details of all credits and charges applied to the account) and offer a payment plan to assist with the repayment of the outstanding balance.

### **12.11**

C was unhappy with a large mobile phone bill received whilst abroad. SP maintained that the call charges were correct, but acknowledged there had been customer service issues whilst C's complaint had been handled.

The Ombudsman considered that C's charges were applicable and requested that SP maintained provide the goodwill payment already offered

### **12.12**

C advises their internet service provider (ISP) was passed to the administrators. C had incurred some costs they wished to claim back. C required information from their landline SP in order to do this. There was a delay in SP providing this information. C also complains of non returned calls and unanswered letters. SP did not provide a case-file within the required timescales which meant its views could not be considered in relation to this complaint.

The Ombudsman found the delay in issuing C with the required information, the failure to call and respond to C's letters shortfalls in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

### **12.13**

C received a letter advising that C could no longer pay bills by cheque. C was also informed that her bills would be cheaper. C received an increased bill and was informed the package had changed. C was charged a package set up fee. C queried the bill several times but received no explanation or written reply to letters sent. C also queried the end date of her contract as this appeared to have rolled over.

The Ombudsman recommended SP confirm the payments on the disputed invoice and refund C any overpayment; confirm in writing that if C terminated the contract no termination charges or penalty charges would be applied to the account; confirm in writing when C's contract ended and when she needed to cancel the contract.

In addition, SP was to make a payment of £45 as a gesture of goodwill to C for the inconvenience and poor customer service she has experienced and provide a written apology for the inconvenience and poor customer service experienced.

### **12.14**

C was sent a large invoice from SP which was disputed. SP did not respond to the Ombudsman. The Ombudsman found that the charge neither was nor warranted on the basis that the service agreement made no declaration that a minimum contract period applied on C's tariff.

### **12.15**

C had a fault with the telephone service and an engineer's visit was arranged. However, C was charged an amount incorrectly as the visit should have been free of charge. C complained to the company on several occasions and requested a refund, but the company failed to address C's concerns.

It was informally agreed that the company would refund the engineer's service charge, send C a goodwill payment, ensure that any adverse information was removed from C's credit file and send C a letter of apology.

### **12.16**

C began to receive letters stating that money was owed to a mobile phone company. However, C did not have an account with the company, but C was pursued for the debt.

It was informally agreed that C did not owe the debt, the account was cleared and closed, C's credit file was amended, and a goodwill payment was sent to C together with a letter of apology.

### **12.17**

C incurred an engineer call out fee but maintained they had not requested a visit. C also stated they had been charged for handset rental. The SP agreed to credit the call out fee and the handset rental charges. C requested to cancel and the SP waived the early termination fee. C experienced a poor level of customer service.

The Ombudsman found the SP's credits to be reasonable. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The SP was required to confirm the credits in writing make a nominal goodwill payment and write a letter of apology.

### **12.18**

C requested to transfer two accounts to pay as you go when SP decided to charge separately for calls to non geographic numbers and SP agreed to allow this and incur no penalty charges. C complained that SP raised bills and that C's credit history would be affected. SP cancelled invoices and requested debt recovery action to cease.

The Ombudsman requires no further action from SP.

### **12.19**

C agreed to a package online with SP. C believed the package included line rental but it did not. C was required to pay line rental to a specified, alternative SP, or C could not have the call package. SP called C to advise that the call package failed. However, broadband was still due to be activated. C cancelled the broadband and incurred a termination fee. C sent a number of letters to SP and it eventually agreed to cancel the termination fee as a goodwill gesture if C accepted this as full and final resolution. C brought the complaint to Otelo and SP withdrew its offer.

The Ombudsman was of the opinion that C was responsible for the termination fee as C had entered into an agreement with SP, the Terms and Conditions of which were provided to her. No action was required of SP.

### **12.20**

C used a mobile abroad and was unable to receive incoming calls to his handset. As a result a large number of outgoing calls were made and a high bill was received which also contained a number of unconnected calls. C disputed this with SP and SP investigated and offered a reduction which C rejected.

The Ombudsman investigated and found that SP were not responsible for the connection of calls abroad and that the charges were valid as C had chosen to make the calls. SP also identified a number of accidental calls made by C as the handset was not locked and the Ombudsman acknowledged this. SP was required to maintain its previous offer to C.

## **12.21**

Business contract – termination fees

The complainant signed an agreement with the Service Provider to provide service with a specific minimum term and a notice period. The complainant cancels within term and outside of notice period. Service Provider raises termination fees as a result. The complainant disputes fees and advises did cancel in correct timeframe. The complainant makes payment but advises the Service Provider that the complainant will attempt recovery of payment. The Service Provider rejects payment on basis that it needs to be in full and final settlement. The Service Provider then offers to accept reduced payment but the complainant rejects offer.

The Terms and Conditions show the complainant cancelled within term and therefore the Service Provider was within rights to raise charges in question.

The Ombudsman required the Service Provider to maintain its offer of accepting a reduced payment in full and final settlement of the complainant's account.

## **12.22**

C initially ordered services through SP, but cancelled within the cooling off period. However, the company continued to bill C even though it had been advised on several occasions that this was the case. C also sent letters to SP, but did not receive any replies.

It was informally agreed that SP would send C a goodwill payment, confirm in writing that the debt collection agency had closed its file and amended its records and send C a letter of apology for the shortfall in customer service.

## **12.23**

C was incorrectly charged. SP accepted the incorrect charge and offered a resolution via the PICC process.

This case was closed via the PICC process.

## **13.0 Equipment**

### **13.1**

Mobile Phone User - Failure to Deliver Equipment

The complainant ordered a handset upgrade and a memory card from the Service Provider but the Service Provider did not deliver the goods. The complainant

complained about this. The Service Provider made promises about delivery but these were not met. The complainant sent letters of complaint but did not receive a response to them, so the complainant complained to the Ombudsman.

The Ombudsman directed the Service Provider to provide the complainant with the goods the complainant had ordered without further delay. The Ombudsman also directed the Service Provider to provide the complainant with the reasons for the delay and to make goodwill gesture for the inconvenience caused by it and its failure to answer the complainant's letters of complaint.

## **15.0 Faults (Line)**

### **15.1**

C states that SP set up a landline at an incorrect address.

C states that this resulted in costs incurred with mobile phone calls, inconvenience and daughters postponing their studies due to lack of an internet connection.

SP says that C now has an active line at the correct address and has refunded charges in addition to a goodwill payment.

The Ombudsman requires SP to contact C to ensure line is functioning, provide a written apology for a shortfall in customer service and ensure a goodwill payment has been made.

### **15.2**

C had a problem with their telephone line and contacted their SP. The SP says that it fixed the line and it was only two months later that C started complaining, when the SP has ceased the line for non payment of a bill. C then started complaining in writing that she had not had a line for over seven months.

The Ombudsman decided that C knew the telephone was working after their SP had fixed it and only contacted it after their line had been cut. It was after this that C started to complain saying the line had been dead, and before the date the SP had cut the line. The Ombudsman believed that C had failed to pay their bill and this was the reason the line was ceased. However, the SP had made an offer to resolve the complaint and the Ombudsman decide that this offer was fair and reasonable and did not request the SP to make any additions to this.

### **15.3**

C complained to the SP of poor distorted telephone connection and slow broadband speeds. The SP investigated the issues and these were eventually rectified, however

this took several months. The SP offered a compensation package to cover the loss of service and inconvenience caused. This was rejected by the C and the complaint became deadlocked.

The Ombudsman accepted that the SP had acted appropriately in its investigation and rectification of the fault, however it was noted that the protracted nature of the investigation did cause some inconvenience to C. The Ombudsman also felt that the original offer made by the SP was acceptable. Therefore the SP was requested to send a written apology for any inconvenience that may have been caused due to the problems with the service; and reinstate the original offer.

#### **15.4**

C had broadband and telephone service with SP. C experienced several faults with service. C contacted Ombudsman. Ombudsman requested case file from SP who then approached C and offered a resolution which C was satisfied with. No further action required by the Ombudsman.

#### **15.5**

C advises that there was a delay in providing their landline service for a week. C would like to be recompensed for the cost of the mobile phone calls they made to SP and for business losses. C complains of unanswered letters and non returned calls. SP did not submit a case-file within the required timescales which meant its views could not be considered in relation to this complaint.

The Ombudsman found that C would be due a rental rebate for when their service was not working. SP was required to award this to C. C had provided evidence of mobile phone calls made to SP; SP was required to refund these as a gesture of goodwill. C had a residential line so SP was not required to consider business losses. It was found SP had not responded to C; this was considered a shortfall in service. SP was required to apologise and award a gesture of goodwill in recognition of this.

### **19.0 Installation**

#### **19.1**

C requested a telephone line to be installed but there was a long delay before the line was installed. The SP failed to provide an explanation for what caused the delay. C experienced a poor level of customer service.

The Ombudsman was concerned with the poor level of service C experienced. The SP was required to make a goodwill payment and write a letter of apology.

## **19.2**

C says a great deal of time spent on the telephone with SP trying to resolve obtain a service and resolve problems with this service.

C states that SP did not respond to complaint.

SP says that it does not have records to show that the contact highlighted was made.

The Ombudsman requires SP to provide a written apology and a response to the complaint.

The Ombudsman requires SP to provide a goodwill credit to C.

## **22.0 Internet Connection**

### **22.1**

C ordered a broadband service with SP which although going live could not be used as a modem was not supplied. This was accepted by SP and it also acknowledged that there had been poor customer service in that correspondence had not been answered. SP cancelled the account and agreed that there would be no cancellation fee but one was then applied to the account. SP accepted that this should not have happened. As there had been use of a telephone service there were some charges that were outstanding on the account.

SP was required to provide a letter of apology in respect of the poor customer service experienced, clear the modem and cancellation charges from C's account and credit a goodwill gesture to the account. SP was also required to provide a closing statement for the account, refund any outstanding monies on the account in the form of a cheque and to confirm that C's details are no longer retained on its customer database.

### **22.2**

C ordered a broadband package from SP but had continual problems with internet speed and connection. SP was unable to resolve the problem and C cancelled the contract. C sought compensation and SP made an offer to resolve the complaint which C accepted. SP did not send the goodwill payment to C

The Ombudsman directed that SP should maintain the offer to make a goodwill payment. The Ombudsman further directed that SP should make an additional goodwill payment in recognition of the failure to send the first payment.

### **22.3**

C is experiencing slow broadband speeds which are far less than the achievable speeds shown on the SP's speed checker. The SP has attempted to trouble shoot with C but the speeds are still low. C has also complained that C was told to buy a wireless router, which did not resolve the problem. C has also complained about the customer service provided by the SP.

The Ombudsman concluded that the download speeds being achieved by C are less than expected. Trouble shooting had been performed which had not helped, so the Ombudsman instructed the SP to arrange a free visit from a broadband engineer to identify the problem, and offer advice to C. The Ombudsman also decided that the SP should credit C's account with a goodwill gesture and send a letter of apology.

## **24.0 Mis-selling**

### **24.1**

The C was mis-sold service by the SP. The Ombudsman required the SP to refund the connection fee in recognition of this.

The C complained regarding the mis-selling and requested termination of the account. The account however was not terminated for a further three months, which was considered to be a shortfall in customer service. The Ombudsman required the SP to send a full letter of apology with regard to the shortfall and to make a goodwill payment in recognition of the same.

## **27.0 Number Porting**

### **27.1**

C received a call offering to upgrade the current mobile phone contract which C declined. C then noticed SP had upgraded the contract and complained. C then tried to upgrade but was unable to as the previous upgrade was still registered on C's account. C telephoned and wrote to complain but received no reply. C asked to cancel and asked for a PAC but did not receive it. SP did not provide a case file and its views could not be taken into consideration.

The Ombudsman accepted C had been inconvenienced and required SP to accept cancellation of the contract without penalty, to provide a goodwill payment in recognition of the shortfall in customer service and to provide a PAC.

## **34.0 Service Transfer**

### **34.1**

C wanted to transfer their line rental away from the SP but keep their call service with the company. When the transfer took place, C's calls were also transferred. The SP explained that it was unable to retain one service and this would have to be re-provisioned. C also experienced problems with his mobile account as he stopped receiving a discount. The SP explained the discount was only applicable if a customer had the line rental service, as C had cancelled the line rental they were no longer eligible for the discount. C stopped paying their mobile account and the service was terminated. C experienced a poor level of customer service.

Although the Ombudsman accepted the SP's explanations, they considered that a shortfall in customer service had occurred. The SP was required to make a goodwill payment and write a letter of apology.

### **34.2**

C's telephone service was transferred without consent and the number changed. This was due to SP using an incorrect postcode. SP provided third party bank account details to C. C eventually had the number restored and transferred service back to the chosen provider but received bills and demands for payment from SP despite telephone calls, letters and assurances that the account was closed and the balance cleared. The account was passed to a debt collection agency. SP promised to send a cheque as compensation but this was applied as credit to the account. C complained to Otelo.

SP did not provide a case file and its views could not be taken into consideration. The Ombudsman considered C's version of events was evidenced by the correspondence provided and required SP to provide an additional goodwill gesture in recognition of the shortfall in customer service. The Ombudsman also recommended that SP reviewed its Data Protection processes to ensure customer's bank details were not provided to third parties.

### **34.3**

C complained that SP took over their line without authorisation and then sent bills. C complained and SP agreed to cancel the account. However, it then sent demands for a termination fee after it was agreed to be waived. C considered they should not have to pay anything to SP. SP recorded that it agreed to cancel all charges, but did not confirm completion. C then requested a Subject Access Request, for data held on them by SP. SP failed to respond to this. C then requested substantial compensation.

The Ombudsman considered there had been poor customer service from SP, but it had recognised the service should not have been taken over. It had also recorded that all call charges and termination fees were to be refunded. SP was required to ensure it had completed a refund for all call charges and termination fees; confirm its actions in writing and that the account was closed with a nil balance; complete a Subject Access Request free of charge; and make an additional goodwill payment.

#### **34.4**

C transferred telephone services to SP. Some months later C wished to add broadband services to the package. C complained that the calls were more expensive than with the previous supplier and broadband was not established on the phone line. C transferred services away from SP. SP advised that C was responsible for a termination fee. C disputed the termination fee as SP's call charges were more and the broadband was not established. SP stated that it had not breached the agreement and therefore the fee was payable.

The Ombudsman directed that SP should maintain its offer to reduce the termination fee

### **35.0 Stolen/Lost**

#### **35.1**

C's sim card was stolen and there was a delay in C reporting this to the SP. C disputed the call charges incurred. The SP explained its Terms and Conditions stated that a customer would remain responsible for call charges up until they advised it the sim card had been stolen. The SP made a goodwill offer to reduce the balance, which C declined.

The Ombudsman was of the opinion that the SP took timely action to bar C's account once the theft was reported to it. The Ombudsman considered the SP's goodwill offer to be reasonable. The SP was required to fulfill its goodwill offer.

#### **35.2**

C's mobile phone was stolen. The theft was reported and C's next bill included calls made by the thief. C asked for the charges to be withdrawn or if not, for a payment plan to be agreed. SP referred the matter to a Debt Collection Agency and restricted C's services.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and make a goodwill payment. The Ombudsman further directed that SP should reconnect C's services and recall the account from the Debt Collection Agency.

### **36.0 Tariffs**

#### **36.1**

C renewed a contract with SP and noticed when the bill arrived that C had been charged for 08 numbers that were previously included in the call allowance. C complained and SP stated that C should have been informed about this change, however, when SP reviewed the notes C had not. SP refunded the charges to 08 numbers as these had been charged before the implementation date. C wrote to SP and SP maintained its change in charging policy although it did not respond to C's complaint that C had tariff had been mis sold.

The Ombudsman requires SP to review processes to ensure customers were charged for 08 calls from the implementation date; send a letter of apology for failure to adequately investigate mis selling complaint and make a goodwill gesture.

### **36.2**

C renewed a contract with SP and noticed when the bill arrived that C had been charged for 08 numbers that were previously included in the call allowance. C complained and SP stated that C should have been informed about this change, however, when SP reviewed the notes C had not. SP refunded the charges to 08 numbers as these had been charged before the implementation date. C wrote to SP and SP maintained its change in charging policy although it did not respond to C's complaint that C had tariff had been mis sold.

The Ombudsman requires SP to review processes to ensure customers were charged for 08 calls from the implementation date; send a letter of apology for failure to adequately investigate mis selling complaint and make a goodwill gesture.

### **36.3**

C applied for broadband from SP and agreed to Option 2. C incurred excess usage charges and SP changed the tariff to Option 3 unlimited usages. However, C was still charged for excess usage and complained. SP failed to reply to C's letters. C complained again and SP issued a deadlock letter maintaining the charges.

The Ombudsman considered that SP had failed to adequately explain the tariffs to C had failed to respond to C's initial complaint and was concerned the SP had changed the tariff to unlimited broadband but still charged for excess usage. The Ombudsman required SP to credit the excess usage charges, send a letter of apology and apply a goodwill credit in recognition of the shortfall in customer service.

### **36.4**

The complainant advised that call charges on the Service Provider's website were misleading. The complainant claimed that the Service Provider had failed to respond to a complaint about this

The Service Provider accepted that the website was out of date and offered a refund of the calls in question. The Ombudsman required it to maintain this offer.

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

### **38.1**

C entered into a broadband contract with SP and then decided to cancel within the determined time period. As C took out contract at a store SP required C to return to the store to cancel the contract. C went to store who refused to cancel.

Ombudsman required SP to cancel contract without penalty and clear outstanding balance for inconvenience caused.

### **38.2**

C agreed to transfer their business lines over to a new SP. However, they discovered they were still in term with their old SP. The new SP allowed them to return to their old SP on the basis when their contract ended they returned. C agreed to this but then changed their mind due to the service they had received from the new SP during the interim period. C has received a bill for early termination charges which they want waived. SP advises they entered into a contract and so are responsible for paying the early termination fee. SP has offered to reduce the termination fee as a gesture of goodwill.

The Ombudsman found that C had signed a contract and had not tried to cancel the service until after it had been provided. Therefore, C was responsible for paying an early termination fee. However, C had been with SP for a limited period of time. Therefore, it was required that SP maintain its offer of reducing the termination fee as a gesture of goodwill.