

## **Table of Contents**

1.0	Auto Diallers
2.0	Billing
3.0	Broadband
4.0	Call Limit
5.0	Cancellation
6.0	Carrier Pre-Select
7.0	Credit Control
8.0	Customer Service
9.0	Direct Debit
10.0	Directory Listing
11.0	Disconnection
12.0	Disputed Charges
13.0	Equipment
14.0	Faults (Equipment)
15.0	Faults (Line)
16.0	Financial Loss
17.0	Fraud
18.0	Information Disclosure
19.0	Installation
20.0	International Call Charges
21.0	International Roaming
22.0	Internet Connection
23.0	Itemisation
24.0	Mis-selling
25.0	Network Coverage
26.0	Nuisance Calls
27.0	Number Porting
28.0	Payments
29.0	Premium Rate Services
30.0	Privacy
31.0	Reconnection
32.0	Refunds
33.0	Security
34.0	Service Transfer
35.0	Stolen/Lost
36.0	Tariffs
37.0	Technical Support
38.0	Terms and Conditions
39.0	Text Messages (SMS)
40.0	Wireless Access Protocol (WAP)

## **1.0 Auto Diallers**

### **1.1**

C received a larger than usual bill from SP and found that many of the call charges were due to calls to Premium Rate Service (PRS) numbers. C disputed ever making these calls and complained to SP in writing. C received no response and then sent a second letter, but by this time, as C had refrained from paying any of the bills, C's service was restricted and then terminated. C sent a third letter of complaint to SP but again received no response.

In this particular instance, there was no evidence to suggest there was any fault with C's telephone line or that the calls were not dialled from C's line. The investigation sought to see if SP could have provided C with any prior warning of the high call charges but it was found that due to the length of the time the charges were built up, SP would not have been alerted to this. In addition, it was also evident that C had incurred similar charges for similar calls on a previous bill that went undisputed. In this instance, the investigation saw no reason to say why SP should be liable for the cost of the calls and it was recommended to C that C contacted the PRS regulator for further guidance on making a formal complaint to the actual provider of the disputed numbers and also contacts SP regarding payment of the outstanding balance.

## **2.0 Billing**

### **2.1**

C migrated to a new SP and received a refund of rental paid after C had transferred. C says the amount refunded was incorrect and would like the correct rental rebate refunded. C complains of non returned calls and unanswered letters and would like a goodwill gesture to cover their calling and postal costs. SP advises the refund already sent to C is correct.

The Ombudsman found that C had transferred to their new SP prior to the rental rebate already issued. SP was required to refund C any rental paid from the date C transferred. It was found SP had not responded to C. SP was required to apologise and award a gesture of goodwill in recognition of any postal and calling costs C had incurred. SP was also required to apologise for any inconvenience caused.

### **2.2**

C asked SP to transfer services to a third party and asked for a final bill. SP sent the final bill to the third party who disputed the bill. The telephone service was disconnected. SP credited the installation charge but asked for a termination fee. Third party disputed this and SP agreed to credit the advance package fees and early termination charges. C requested an explanation and compensation for the phone calls. SP applied a goodwill credit for the balance on the final bill. C did not receive any reply to letters and complained to Otelco.

The Ombudsman considered that SP had incorrectly addressed the final bill which led to the telephone service being disconnected and had then failed to reply to any of C's letters. The Ombudsman required SP to provide a goodwill payment in recognition of the shortfall in customer service.

### **2.3**

C noticed high billing and found that SP was charging for services without providing promised discounts. It was also found that SP had not collected a payment as it had not asked C's bank for it. SP contacted C to discuss matters and provided a sizeable credit which covered these issues. C also complained that broadband telephone equipment that had been provided did not work despite the efforts of SP's Technical Support Department.

SP was required to provide a breakdown of the bills delivered for the period starting shortly before the disputed billing up until the investigation, to arrange for a representative from its Technical Support Department to contact C to discuss the problems experienced and to ensure that a proper connection is achieved. If a working connection could not be established SP was to replace the equipment that was provided; and provide a letter of apology, indicating how the problems that were experienced came about.

### **2.4**

C's bills were calculated incorrectly for a number of months. C complained and SP recalculated the bills and applied a credit to C's account. C was not happy that the credit was correct and paid for an independent investigation. C asked SP to cover the cost of the investigation, which it refused to do.

The Ombudsman was of the opinion that it was C's choice to pay for an independent investigation but that the original incorrect calculation of the bill was a shortfall in customer service. The Ombudsman required SP to apply a credit to C's account.

### **2.5**

C transferred their line from one service provider to another, referred to in this summary as SP. C noticed that they were being charged for calling features that they did not require. C attempted to cancel these features but it took 12 months for SP to do this. In the meantime C had suffered charges and had their line cut off. Their line was re-connected and SP proposed a resolution.

The Ombudsman acknowledged the fact that SP was willing to accept they had made mistakes. The Ombudsman required SP to make sure all the calling features had been removed and increased the level of compensation to C.

### **2.6**

C advises they pay by Direct Debit but received a bill. C queried this with SP and was told their Direct Debit had been cancelled some months earlier. C would like to

know why this was cancelled and why his service has been restricted at points. SP advises C's bank cancelled the Direct Debit but does not comment on the restrictions of C's service.

The Ombudsman found that with both C's bank and the SP denying cancellation of the Direct Debit that it was impossible to determine who had cancelled the Direct Debit. However, SP had not notified C that the Direct Debit had been cancelled; this was considered a shortfall in service. In addition, it was found that C had not always been called back when agreed and this was considered a further shortfall. It was considered probable that C's service had been restricted due to non payment. SP was required to apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

## **2.7**

C had an account which was closed with a bill outstanding. This was not paid for some considerable time with C accepting that it had been overlooked. It came to light that damage had been caused to C's credit history. C objected to this as it was causing difficulties. The view was taken that the bill was outstanding and that companies providing credit must provide accurate information to credit reference agencies.

SP was not required to take any further steps in this case.

## **2.8**

C owned a management company looking after two industrial sites, one of which was empty. C requested a broadband line at the empty site but failed to request for the bills to go to their other site. SP cut off the line. C discovered this and complained. SP tried to reinstate the line but due to difficulties had to install a new line. This took several weeks and C had to employ security personnel, at a substantial cost.

The Ombudsman decided that C was responsible for paying for services knowingly received. SP had made an offer equivalent to a 12 month broadband rental credit and the Ombudsman thought this offer was fair.

## **2.9**

C disputed numbers on a telephone bill saying they had not been called on his line. In calls to SP it was claimed that the line may have been tapped. There was no support for this claim. C also claimed that a letter had been sent to SP by recorded delivery and was known to have been received but it was not answered. There was nothing to support this claim. A receipt for postage stamps was supplied but this did not allow the tracking of the letter. SP's case file showed that C had been asked to supply a list of disputed numbers and that C had refused to do this. It was decided that if a number had been called from C's line before this would be indicative of the call being genuine and if it had not proper investigation of the number should be started.

SP was required to contact C and to provide C with an address that C should then send a list of the disputed numbers to. The list of numbers was then being investigated with a view to establishing whether or not the numbers have been called in the past. If they had this would be considered indicative of the calls being genuine and if not the number should then be properly investigated to see if the call has been genuinely billed. C was then being informed of SP's findings.

### **2.10**

C went to another SP for the calls whilst paying only line rental to SP. However SP began charging C for call also. C did receive a refund and was advised that this would not happen again. C later received another bill again charging for calls. C continued to complain however the problem was not resolved.

Following contact with C and SP, it was agreed through mediation that SP would confirm that it would charge correctly and a goodwill payment was offered for the shortfall in customer service.

### **2.11**

C introduced a relative to SP and was offered a cash incentive for doing so. This was never received. C continued to complain that the bill should have been reduced however the credit was not made. SP starting sending letters demanding full payment of the account despite the fact that the credit had not been applied. C later left SP and transferred to another provider

Following contact with both SP and C it was agreed through mediation that the credit would be applied, the remaining balance cleared, a further goodwill payment would be made and a letter of apology would be sent confirming that the account was closed with a zero balance.

### **2.12**

C began receiving bills for another account number that C did not recognise. C queried this with SP but each time C called, the call was transferred to another department which dealt with the particular account. This department never answered the phone. C also sent two letters but did not receive a response. C continued to receive bills and demands for payment for this account.

The Ombudsman concluded that an error had been made by SP and that C had experienced a shortfall in customer service. The Ombudsman requires SP to issue an apology, confirm the correct account number, closing the incorrect account, clearing all charges and to offer a goodwill payment to reflect the delays, the lack of response and the shortfall in customer service.

### **2.13**

C disputed call charges supplied under the package. SP investigated and found this to be incorrect and refunded C. SP continued to bill for call charges and C maintained that the full amount had not been refunded. C cancelled the broadband

service and the termination fee was calculated incorrectly. C complained about the standard of customer service received although SP maintained it had responded promptly to letters and telephone calls. SP made an offer of goodwill and a full written apology.

The Ombudsman required SP to make a full written apology explaining the reasons for the delay and provide a goodwill payment.

### **3.0 Broadband**

#### **3.1**

C was unhappy with the broadband connection speed that had been ongoing for over a year. SP confirmed that the service had recently been restored and goodwill payments had been provided in the past.

The Ombudsman considered that although the C's service had been restored, a further apology and goodwill payment was indicated.

#### **3.2**

C complained to the supplier about the slow running of their broadband service. Despite engineers investigating any line affecting faults and normal troubleshooting procedures being followed, these issues continued. C remained unhappy and complained about the SP failing to make promised call backs or resolve this matter. The SP reviewed the complaint, but could not confirm why C had experienced so many problems. In an attempt to resolve this matter it offered to provide a full refund of all broadband charges and make a further goodwill credit. It advised C had accepted this, but C stated this was not the case.

It was concluded that C had not received an acceptable level of customer service and that the broadband issues should be re-examined. However, it was considered that the credits had already considered all problems and that a further award would be inappropriate.

In resolution the SP was required to send a letter of apology, contact C to arrange a further review of their broadband issues, and to cancel C's landline and broadband services without penalty if they so choose.

#### **3.3**

C was unhappy that payment was being made for a broadband service that had not been in operation. SP confirmed that a broadband service had not been activated due to a technical problem caused by another provider. However, the SP agreed to progress an order and not charge C an activation fee or for 12 months service once the service commenced.

The Ombudsman considered that the SP should have liaised with the other provider to removal the obstruction on the line and requested it maintained its offer for free

service. In addition, SP was asked to provide further detail on C's package and a goodwill payment in recognition of customer service issues.

### **3.4**

C moved premises and ordered broadband. SP failed to provide broadband for nine days and C requested compensation. SP referred to its Terms and Conditions excluding liability for indirect or consequential loss and made a goodwill offer in a deadlock letter. C declined the offer and complained to Otelo.

The Ombudsman accepted that SP effectively excluded liability for indirect or consequential loss. The Ombudsman considered that SP had made a reasonable goodwill offer which should be maintained.

### **3.5**

C complained to the SP about broadband connection problems. Despite a number of calls this matter failed to be resolved, with C complaining about a SP technician remotely accessing their systems and removing various files and firewall protection. C then requested compensation for the problems this had caused, as well as some expenses incurred and the repair of equipment. The SP denied providing any form of remote assistance and made an offer to refund the broadband charges and make a home visit for technical assistance. This was refused by C.

As there was no evidence to suggest C's equipment had been accessed remotely by the SP, or that any subsequent problems occurred as a direct result, it was concluded the SP could not be held responsible for the costs being claimed by C.

In resolution of the complaint the SP was required to send a letter of apology, maintain its offer to backdate the broadband charges to the date of the initial problems and make a home visit. As there was some evidence of poor customer service being received, the SP was also required to make an additional goodwill credit and provide a breakdown of the outstanding balance.

### **3.6**

C was unable to connect to broadband despite many calls and letters to SP. C cancelled all services, broadband, talk and TV, as they had been ordered as a package. SP demanded payment of an early termination fee and C complained to Otelo.

The Ombudsman did not accept that broadband was purchased as part of the full package. However, the Ombudsman considered there had been a number of shortfalls in the customer service provided. SP failed to provide broadband due to a system error that was never rectified for over six months despite many calls and letters. SP also failed to respond to C's letters in an adequate manner and referred the account to a debt collection agency when the dispute was still ongoing. The Ombudsman required SP to provide a goodwill credit in recognition of these shortfalls.

### **3.7**

C complained to SP about broadband and telephone connections. SP investigated but could only provide temporary fixes. C continued to complain but felt that SP only wanted to close the complaint on its system. C found that the service was intermittent and wanted SP to provide a more consistent service. SP had recorded a fault but failed to arrange an investigation. C asked for compensation for the inconvenience caused to C's family for the loss of broadband and incoming calls.

The Ombudsman noted that SP had not completed an investigation and considered that it reflected a shortfall in service. SP was required to provide a call divert service for incoming calls and a dial-up number for internet access while the fault was investigated. SP was required to issue a credit equivalent to the broadband charges for the period after the fault was reported until it was fixed, although C should pay any dial-up charges incurred. SP was also required to issue an apology for the shortfall in service.

### **3.8**

C signed up for a broadband agreement and could not get the service connected. SP accepted that a system error had occurred which stopped the provision of the broadband service. It was found that C had been inconvenienced by being unable to receive a usable broadband service. C was also not shown a level of service normally expected.

SP was required to send C a goodwill payment cheque, which includes the credit previously offered and further goodwill, Confirm that the account is closed and that no termination charges have been applied and send a letter of apology for the service shortfalls highlighted in the report.

## **5.0 Cancellation**

### **5.1**

C had telephony service with SP. The C contacted SP and asked to cancel and the SP agreed not to apply a termination fee. When service was cancelled, the SP sent C a final invoice including a termination fee.

The Ombudsman required that the SP send C a revised bill without the termination fee, as previously agreed.

### **5.2**

C called an SP to enter into a contract with it but called back three days later to cancel. However, the SP failed to cancel the account and started to pursue C for money even though C was back with their original provider.

The Ombudsman found that as C had cancelled within C's statutory seven day cooling off period under the Distance Selling Regulations the SP should have

cancelled the contract and should not have been pursuing C for any money. The SP was requested to forward a goodwill gesture to C and to cancel the contract.

### **5.3**

C had a telephone line which c no longer required. The C wrote to the SP requesting that the service be disconnected, but this was not carried out. The C sent more letters to SP without response.

The Ombudsman required that the SP cancel the line and backdate the charges to the date of C's original request. She also required that the SP make a goodwill payment and apology to C for the failure to respond to C's letters.

## **8.0 Customer Service**

### **8.1**

C lost his broadband connection and SP failed to resolve the issue for 6 months. C complained by telephone, email and letter. SP failed to escalate the problem to the appropriate team for resolution and failed to respond to all of C's written complaints. The Ombudsman noted that SP had acknowledged the shortfall in customer service and gave assurances that the problems could be rectified. In recognition of this the Ombudsman directed SP to resolve the problems in a timely manner, send a letter of apology, and make a goodwill gesture to C.

### **8.2**

Business customer - Allocation of telephone numbers

The complainant agreed to advice given by the supplier about a transfer of service and the number of lines the complainant would require. Having acted in good faith to the advice the complainant was given, the complainant discovered that the number of lines was not sufficient for the complainant's needs and complained about this to the supplier. The supplier arranged for the prompt installation of a further line and then agreed to a suggestion by the supplier that the complainant be allocated telephone numbers with specific digits. The complainant was provided with the telephone numbers and arranged for a large amount of material to be published containing it. However, the complainant then discovered that the supplier was unable to provide the numbers as they had been allocated to another person. Understandably, the complainant was unhappy with this and complained to the Ombudsman.

The Ombudsman noted that the supplier had offered to make a goodwill gesture to the complainant for the inconvenience caused by the problems the complainant had experienced. Although the supplier told the Ombudsman that it was unable to guarantee certain numbers for allocation the Ombudsman wondered why the supplier had provided such numbers in the first place. The Ombudsman was satisfied that there were serious shortfalls in customer service in this case and in recognition of the inconvenience the problems these caused to the complainant, the Ombudsman

directed the supplier to considerably increase the goodwill gesture it had offered to the complainant and to send the complainant a letter of apology.

### **8.3**

C had his telephone service restricted for non payment of his bill. SP agreed C could continue on a pay as you go basis. SP delayed sending out the pay and call card. C also complained about long waiting times in SP's call queues.

SP had credited C's account with goodwill credits, which the Ombudsman considered reasonable. SP was asked to issue letter of apology to C for delays and waiting times in queue.

### **8.4**

C signed up for SP's service and was informed that the line would be operational in 48 hours. This did not happen. C's service was operational two weeks later. C set up Direct Debit and received an invoice from SP. When C contacted SP it was unhelpful and C was unable to settle the balance on the account. SP put the debt into the recovery cycle. C contacted SP many times and wrote a letter to the complaints department. C received no reply. C's issue was unresolved after four months. SP acknowledged shortfall in customer service.

The Ombudsman requires SP to credit the balance outstanding on C's account; to issue C with a final statement; to confirm in writing that the account is closed; to send a written apology and to make a goodwill payment.

### **8.5**

C applied for supply of a telephone service with SP, but the service never worked. The C cancelled the service but the Supplier continued to raise charges. The SP agreed to backdate the charges but C was still left with a balance, and the service had never been used.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that SP close the account and cancel all charges.

### **8.6**

C ordered telephone service from SP. C asked for a new number and for mail to be sent to a correspondence address. SP failed to do this and C rang to complain. C was unable to discuss the issues as the account was password protected from two years ago when C was a previous customer. C wrote to complain and cancelled the service. SP sent standard letters of reply asking C to telephone to discuss the matter and applied an early termination fee. C continued to write but received no substantive reply. C complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in the customer service provided and required SP to provide a goodwill credit for the early termination

fee, to recalculate C's bill back dated to 14 days after C's request to cancel and to send a full written apology.

## **8.7**

C complained that the supplier provided a service and very soon sent a bill, restricted services and later disconnected C. C complained and the supplier stated the disconnection was due to non-payment. It later referred C to a debt collector.

The Ombudsman considered that the supplier's actions had been reasonable, but required it to provide a bill that illustrated calls were made before C stated they had. The supplier was to confirm it was only billing C from the date it could prove the service went live. C was to remain responsible for the charges levied.

## **10.0 Directory Listing**

### **10.1**

C agreed a new advert layout with SP but this was not used in the new phonebook. C said that the new layout was sent in time to SP. C complained that C called and sent letters to SP but no one took ownership. C requested a full refund of the advert plus compensation. SP recommended that it refund 50% of the advert fee.

The ombudsman was concerned that it appeared C had been misadvised by SP as to how to send it the new advert layout. The Ombudsman was also concerned that SP's representative failed to forward the new advert to the relevant department in time for the new phonebook. The Ombudsman also noted that C waited three months to receive a deadlock letter. After review of the information provided the Ombudsman said that C had received poor customer service from SP. However, there was no justified reason to refund the full amount of the advert as the advert still contained the correct telephone information. As a resolution, the Ombudsman required SP to refund 50% of the advert fee, refund C with the new artwork costs, award a goodwill payment and send a letter of apology.

## **11.0 Disconnection**

### **11.1**

Domestic Customer - Un-requested loss of service

The complainant experienced an un-requested loss of service and complained about this to the supplier. The supplier explained that the loss was due to a wiring problem but failed to explain that it had removed cabling which provided a line shared by the complainant. The supplier eventually restored the service and applied fixed rate compensation for the loss. However, despite the complainant sending letters to the supplier asking for the reason for the disconnection, the supplier did not provide one. The complainant complained to the Ombudsman.

The supplier explained to the Ombudsman that wiring had been removed as a result of request from a neighbour of the complainant's who had cancelled service. The supplier accepted that it should have advised the complainant of the removal of the wiring and looked into any problems that may have arisen. The supplier offered to make a goodwill gesture to the complainant for this failure, but the Ombudsman felt that goodwill gesture was not in proportion to the level of inconvenience caused and therefore, directed the supplier to make a greater one.

## **12.0 Disputed Charges**

### **12.1**

C had a problem with unauthorised calls being made from the telephone line in C's home and asked SP to place call barring on the line. C used a pin number but this was not secure and C continued to have a problem with calls being made by an ex partner. C asked SP to stop all outgoing calls with or without a pin number. SP charged for Outgoing Calls Barred and line rental. C continued to be charged for calls and disputed the bill but did not receive a reply from SP. After five months SP provided the basic telephone line to the account for incoming calls only. C's service was cut off for non payment and C wrote to complain but did not receive a reply. C complained to Otelo.

The Ombudsman considered that there had been a number of shortfalls in the customer service provided by SP.

The Ombudsman required SP to recalculate C's bills in line with the basic incoming line service, to provide a goodwill credit and to restore C's line to the basic incoming service without charge.

### **12.2**

C disputed Internet connection charges raised by SP. SP stated that the connection charges are clearly displayed on its website. It was found that SP had charged C correctly and that they were set out on its website. But C did not receive a level of service normally expected when contacting SP.

SP was required to cancel C's service agreement, make a goodwill gesture payment against any outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

### **12.3**

C reported a fault with the landline service. An engineer attended and found the problem was with the broadband filter. The following day, the fault reoccurred and a second engineer visited. C later discovered that SP had charged for both of these call outs. C disputed these charges as C believed the fault was with SP's own equipment. SP advised that this was not the case and that it was actually with C's own broadband filter.

The Ombudsman concluded that as there was no evidence to suggest the exact nature of the two faults, SP should have resolved the problem during the first visit. The Ombudsman required SP to clear the second call out charge.

#### **12.4**

Domestic Customer - Package charges refund

The complainant subscribed to line rental, calls and broadband with the supplier. The complainant was unable to connect to broadband and the supplier agreed to disconnect and credit the account. The complainant requested a refund of broadband payments but the supplier failed to reply to the complainant's letters and failed to credit the broadband account which resulted in debt collection activity. The complainant then paid the telephone account but the supplier applied this to the broadband account which resulted in the complainant's telephone being restricted. The complainant also asked to be placed back on the standard tariff but the supplier failed to do this resulting in larger bills. The complainant objected to payment as the complainant disputed the amount owed. The supplier referred the account to a debt collection agency. The complainant sought the assistance of the Citizens Advice Bureau and Trading Standards. The supplier agreed to credit the outstanding balance and offered a goodwill gesture in recognition of the shortfall in customer service. However, the complainant declined the offer and complained to Otelo.

The Ombudsman considered there had been a number of shortfalls in customer service and that the complainant had been put to considerable distress and inconvenience. The Ombudsman therefore required the supplier to increase its goodwill offer and to send a written apology and confirmation that the accounts were closed and the balance cleared with no adverse credit history in relation to this matter.

#### **12.5**

C complained that SP continued to charge for an internet dial up service after C had broadband installed. C called SP and sent three letters by special delivery but received no response or refund. SP failed to provide a case file and so its views were not taken into account.

The Ombudsman was concerned that SP continued to charge C for a service not used and was also concerned with SP's evident lack of response to C's contacts. The Ombudsman required SP to refund all payments made, award a goodwill payment and to send a letter of apology.

#### **12.6**

Mobile Phone User - Upgrade deal not carried out.

The complainant was a mobile phone user and when the complainant's existing contract expired, the supplier made contact and offered a deal to the complainant. The complainant thought about the deal and called the supplier back a few days later to accept it. However, the complainant discovered from bills the supplier sent to the

complainant that the agreed upgrade had not been applied and the complainant was not receiving free line rental for a set period. The complainant raised this with the supplier and the supplier applied a backdated upgrade to the account but this did not correspond to what the complainant had agreed to, so the complainant brought a complaint to the Ombudsman.

From information contained in the account notes the supplier supplied in response to the complaint, the Ombudsman noted that the supplier had applied half of what the complainant had claimed had been agreed and a credit which appeared to relate to the other half. However, as the complainant was clearly unhappy that this did not fully reflect the upgrade deal, the Ombudsman directed the supplier to remove the credit and apply the actual agreement and tariff the complainant had entered into.

### **12.7**

C purchased services from SP with included a mobile data card for use in a computer. C received a high bill and queried this with SP. SP advised that he had exceeded his agreed usage. C disputed this and SP gave C a written explanation. C complained again and SP gave a more detailed explanation. SP recommended that C changed to a more expensive package. C declined this due to cost. SP changed C's package without consent. SP offered C a goodwill gesture. SP then rectified this and changed C package back to the original one. C continued to dispute the charges and the contract was terminated. SP offered to cancel the early termination fees and some monthly rental charges.

The Ombudsman required SP to maintain these offers and to credit C's account as a gesture of goodwill.

### **12.8**

C received a telesales call from another provider and agreed to transfer. C received notice from SP that C would incur early termination charges for the broadband service. C cancelled with the other provider but incurred cancellation fees and C's line was ceased. SP was unable to restore services as C had no line and charged an early termination fee. C complained to Otelo.

The Ombudsman considered that SP had given C poor advice and required SP to credit the termination charge should C still wish to transfer services back to SP and to provide a goodwill credit for the outstanding balance on the account.

### **12.9**

C contacted SP to dispute some call charges, as C stated that no one was home. SP investigated C's complaint, but found that the calls had been charged correctly. SP maintained the charges and advised C that this was the case, but as C remained unhappy the complaint was reviewed. SP sent C letters in response to the issues raised and informed C that the outstanding balance owed on the account was correct.

The Ombudsman concluded that SP had adequately dealt with C's complaint and responded within a reasonable timescale. There was no evidence to support C's claim and C later admitted to making some calls. Therefore, SP was not required to

take any further action and it was suggested to C that the account balance should be paid.

### **12.10**

Domestic Customer - Charges during transfer to another supplier.

The complainant transferred telephony services and was disturbed to continue to receive bills from the previous supplier. The complainant sent letters to the previous supplier asking for a refund of payments the complainant had made for the bills the complainant continued to receive. However, the letters went unanswered so the complainant made a complaint to the Ombudsman.

The Ombudsman was able to establish that the problem for the bills had come about as the result of a delay in the transfer process which meant that calls continued to be routed through the previous supplier. The Ombudsman was satisfied that the calls had been correctly raised by the previous provider and the Ombudsman commented that the complainant should raise any concern with the new provider, as the error appeared to lie there.

However, the Ombudsman recognised that there had been shortfalls in customer service arising from the provider not responding to letters and providing promised call backs to the complainant. In recognition of the inconvenience caused by these shortfalls, the Ombudsman concluded the case by directing the provider to make a goodwill gesture to the complainant.

### **12.11**

Domestic Customer - Broadband promotional offer

The complainant requested a broadband service from the supplier which was to be provided initially for six months free of charge. The complainant was surprised to find that having agreed to the service the complainant received a bill within the six month period charging the complainant for it. The complainant complained to the supplier about this and while the supplier rectified the initial billing error it again incorrectly administered the account which caused the complainant to be billed again for the free service. The complainant had by now lost trust in the supplier and required cancellation of the account without penalty. The supplier refused to do this so the complainant complained to the Ombudsman.

The Ombudsman decided that the complainant was entitled to receive the service in accordance with the agreed conditions and for whatever reason, the supplier had not lived up to its part of the bargain, so the complainant was entitled to have the contract cancelled without incurring an early termination fee. The Ombudsman directed the supplier to do this.

### **12.12**

C took out a contract with SP, but later requested to cancel due to ill health. SP requested evidence to support C's claims, but this was not provided. C sent a letter of complaint to SP, but the company failed to reply.

The Ombudsman concluded that C had not provided sufficient evidence to support the claim that C was not of sound mind when the contract was agreed in store. Therefore, C would be liable for any monies owed to SP, minus a small goodwill credit that was required as SP had failed to respond to C's letter of complaint.

### **12.13**

C had phone stolen and reported to SP. SP failed to cancel SIM card and this resulted in charges for C.

SP failed to act in time to C's request. SP has offered to refund charges and additional goodwill gesture.

The Ombudsman is satisfied with the offer made by SP and requires no further action.

### **12.14**

Domestic Customer - Incorrect tariff

When opening a new account, the complainant requested a particular tariff from the supplier and various features such as itemised billing and ex-Directory. The supplier failed to apply the appropriate tariff and to implement other facilities the complainant wanted. The complainant sent letters of complaint to the supplier disputing charges applied to the account. The supplier delayed in responding to the letters; it did not place a hold on the account and applied late payment charges. The complainant continued to dispute the bill so the supplier cancelled the account for non-payment. The complainant complained to the Ombudsman about the way the complaint had been dealt with.

The Ombudsman noted that the supplier had initiated debt collection activity before it had properly investigated the complainant's dispute over charging and when the matter was finally investigated, it was ascertained that the complainant's charges had indeed been incorrect. The Ombudsman noted that there were other shortfalls in customer service notably that the complainant had delayed in implementing itemised billing to the account. The Ombudsman commented that it would have been reasonable for the supplier to have placed a hold on the account pending the outcome of its investigation and had it done so, the complainant would not have been disconnected.

The Ombudsman concluded that there had been many shortfalls in customer service which had inconvenienced the complainant and she directed the supplier to send the complainant a letter of apology and make a goodwill gesture in recognition of them.

### **12.15**

C cancelled broadband, but continued to be billed by SP. C contacted SP on several occasions, but C's complaint remained unresolved.

The Ombudsman concluded that SP should cancel C's account from certain date and send C any credit balance by cheque. SP was also required to ensure C's account was fully disconnected with a zero balance.

### **12.16**

C contacted SP to dispute some call charges, but SP maintained the billing as correct. However, SP did not fully address C's concerns.

The Ombudsman concluded that C had been billed correctly, but there was a shortfall in customer care from SP. Therefore, SP was required to apply a small goodwill credit to C's account and send a letter of apology for any poor customer care.

### **12.17**

Domestic Customer - Charges applied late to account

The complainant received bills which showed high call charges. The complainant disputed the call charges shown on the bill and asked the supplier for an explanation for them. The supplier explained that a billing error had been the cause of the problem, but the complainant did not receive the letter sent about this. The complainant was under the impression that the complainant was not required to pay disputed charges and was alarmed to discover an unexpected disconnection of service for non-payment. The complainant complained to the Ombudsman.

The Ombudsman examined all the available evidence and concluded that the Ombudsman was satisfied that there was no evidence of duplicate or other incorrect charges. The Ombudsman noted that the reason for the high call charges came about as a result of a system error which resulted in certain call charges being applied to the account late. However, this did not mean that the charges were invalid. The complainant had made the calls and was responsible for the cost incurred.

The Ombudsman did comment that had the supplier explained the situation to the complainant earlier then the complainant would not have been inconvenienced by having to dispute the charges and had the supplier made contact with the complainant immediately prior to carrying out disconnection, the complainant would not have been inconvenienced to the extent the complainant was. The Ombudsman directed the supplier to make a small goodwill gesture to the complainant in recognition of the inconvenience the situation created.

### **12.18**

Domestic Customer - Refund of overpayments made on account

Due to the chivalrous actions of a third party, the complainant paid the same bill three times. The supplier had identified that the bill had been paid and arranged for a refund to the complainant's bank account. However, the overpayments had actually been made by the third party and the supplier failed to advise either the third party or the complainant of this. The third party sent letters to the supplier but these went unanswered so the complainant and the third party complained to the Ombudsman.

The Ombudsman was satisfied from the account record the supplier had provided that the overpayment refunds had indeed been met. The Ombudsman recognised that the fault lay in the supplier failing to communicate this to the complainant which had the knock-on effect of the third party sending numerous letters about it which then went unanswered. The Ombudsman concluded that there had been a shortfall in customer service in the supplier failing to communicate to the complainant and the third party and in recognition of the inconvenience this caused, the Ombudsman directed the supplier to make a goodwill gesture to the parties.

### **12.19**

C moved out of a property after being the victim of domestic violence and wrote to SP to advise it to put the account in C's partner's name. SP needed the partner's permission and wrote to the account address to ask for the partners' signature with two forms of ID. The transfer was subject to a credit check. C's partner sent the form back unsigned without the two forms of ID and the account remained in C's name. C was billed for the account even though C had no use of the service. C complained to SP and it did not properly explain to C that the account could have been cancelled or even transferred to C's address. The account was cancelled after a new SP took over the service. The outstanding balance on the account went unpaid as C closed C's bank account. The balance was passed to a recovery agent and C complained further disputing responsibility for the balance. SP maintained that C was responsible.

The Ombudsman was of the opinion that C was responsible for the outstanding balance but that C had experienced a shortfall in customer service and required SP to apologise and apply a small credit to the balance.

### **12.20**

C disputed charges raised by SP and claimed to be double charged by two service providers concurrently. SP refuted this claim. It was found that SP had charged C correctly and that C was charged by an alternative provider for a service not offered by SP.

SP was required to maintain its offer to accept a reduced level of payment in full and final settlement of his account.

### **12.21**

C complained that the supplier applied unexpected charges after a considerable delay. C complained that when the account was opened they were assured that one of the charges would never be applied. C complained but SP did not respond before C complained to the Ombudsman. SP then recognised the error, refunded the charges and offered a goodwill gesture.

The Ombudsman considered there had been poor customer service for C but that the actions and proposals by SP were generous and resolved the complaint satisfactorily. SP was required to maintain its offers and proposals in writing, with an apology.

## **12.22**

C decided to transfer a telephony and broadband service to another supplier but found out that by leaving within the minimum contract period that a penalty fee would be payable to SP. C decided to stay with SP, but was sent an incorrect number. SP accepted the inconvenience and offered a goodwill gesture. It was found that C had been inconvenienced with regards to the incorrect number and also received a poor reply.

SP was required to make a goodwill gesture payment to C for the initial number error, time spent and call costs and send a letter of apology for the service shortfalls highlighted in the report.

## **12.23**

C signed up for a service with SP which was not yet able to provide the required package so a higher rate was charged. When the package became available C was not advised and so continued to incur higher charges. C complained to SP.

Following the Ombudsman's request for a case file SP contacted C directly and agreed to apply a credit to C's subscription account to cover the difference in package costs. C was happy to accept this and SP confirmed its actions in writing.

## **12.24**

C disputed mobile charges on bill with SP as C did not request this service. SP failed to remove the charges and in consequence C received letters chasing for payment. C advised that a refund had now been made but requested compensation for the service received from SP. SP admitted that the mobile service should have been cancelled and all charges refunded at an earlier opportunity. SP said it had now refunded C with all charges and also removed the outstanding balance for landline charges as goodwill.

The Ombudsman was concerned that SP failed to remove the mobile service for several months. The lack of action taken resulted in C receiving debt collection letters. Although SP had refunded all charges the Ombudsman was concerned with regard to several service shortfalls. In recognition of the service received the Ombudsman required SP to award a nominal goodwill payment, provide a breakdown of the account and ensure that C's credit file had not been affected.

## **13.0 Equipment**

### **13.1**

C complained that SP was responsible for damaging a computer beyond repair. SP accepted that advice had been given regarding a problem which C had had setting up a wireless adapter but denied responsibility for any damage. SP claimed that the

problem lay with the computer's operating system or hardware and that its advisers had recommended that C should consult the computer supplier. C wanted SP to pay the price paid for the computer and make a payment to cover the costs and inconvenience caused. SP accepted that it had failed to respond to correspondence from C on the matter.

The Ombudsman decided that C had not submitted any documentation to show that the computer was damaged beyond repair or that any fault which had developed was the responsibility of SP. The Ombudsman required SP to apologise for its shortfall in customer service and to make an appropriate goodwill payment.

## **14.0 Faults (Equipment)**

### **14.1**

C had noise on the telephone line and reported this to SP. No fault was found, but C kept reported the fault. It was finally fixed by SP and C claimed financial recompense, but as C did not lose the service at any point, SP only offered C a much smaller amount than requested.

The Ombudsman concluded that the offer made by SP was fair and reasonable and required SP to maintain the offer and send C a letter of apology.

## **15.0 Faults (Line)**

### **15.1**

C disputed repairs charges for a call out to repair a cable damaged by routine maintenance work being carried out at C's property. C stated SP had told C that there would be no charge and that the damage had been caused because of the way the cable had been placed and was therefore SP's responsibility. SP maintained the charges and C complained to Otelco.

The Ombudsman considered that C had been made aware of the possible call out charges and did not consider that SP had acted incorrectly in placing the telephone cable where it did. The Ombudsman considered that SP was entitled to payment and did not require SP to take any further action.

### **15.2**

C asked SP to install a new telephone line at SP's business premises. When installing the line, SP caused some damage which led to another line being out of service for several days. SP resolved the problem. C later lost the use of a telephone line for a few days. C complained to SP. SP made an offer of compensation to C. C felt it inadequate.

Under the Terms and Conditions of SP's contract, C was entitled to claim business losses because SP was late resolving both faults. C had not submitted such a claim, and therefore SP was required to send claim forms to SP. The Ombudsman was satisfied that SP's offer was adequate to recognise the inconvenience C had been caused and was required to apply a credit for the amount to C's account.

### **15.3**

C's business lost service for a number of hours as a result of an SP error. C spent a number of hours on the telephone to SP before the service was restored. C submitted a claim to SP for business losses but the claim was rejected as it did not fall within SP's criteria. SP offered C a goodwill gesture for shortfalls in customer service.

The Ombudsman was of the opinion that SP had processed C's compensation claim correctly and required SP to maintain its offer of a goodwill gesture.

### **15.4**

C had supply of a telephone and broadband service with SP. The SP cut off the services in error and the C was left for a period without any service.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused.

### **15.5**

C advises their line is being tapped and they are experiencing noise on the line. C would like compensation for the stress this matter has caused and complains of poor customer service. In addition, C would like a rental rebate. SP advises engineers have checked C's line on numerous occasions and no fault has been found. SP does not comment on levels of customer service C has experienced but does not consider C is due any compensation.

The Ombudsman found that a number of engineers had checked C's outside line and no fault was found; C would not let engineers into their house. The Ombudsman was of the opinion that because no fault was found C should not receive a rental rebate. Shortfalls in customer service were found and SP was required to apologise and award a goodwill gesture in recognition of this.

### **15.6**

C agreed to transfer call service to SP. The service transferred but C lost use of the main telephone number. C reported this to SP but it did not help. C reported the fault to line provider but it was also unable to assist. C then transferred service back to previous provider and as a consequence C was charged a termination fee. C disputed this with SP and a deadlock was reached. SP said that C was liable for the termination fee as C had breached the three year agreement and transferred service to another provider.

The Ombudsman was concerned with the evident lack of advice given to C in order that C could take the correct action with both providers in order to determine what was causing the fault. Had SP done this then C may not have felt the need to transfer service away. In recognition of SP's failure to correctly advise C the Ombudsman required SP to remove the termination fee as goodwill.

## **19.0 Installation**

### **19.1**

C transferred their telephone service to SP however there was delay in transferring the line due to a problem with the order. C also requested that the previous telephone number was also transferred. C made numerous calls to SP using a mobile phone trying to chase the progress of the order. SP eventually resolved the issue and C had a working telephone line however SP was still unable to transfer the telephone number as requested by C.

The Ombudsman concluded that there has been a shortfall in customer service and required SP to issue an apology for the delay, continue to monitor the situation with the telephone number, keeping C updated of the progress, credit the account with a goodwill payment for the shortfall in customer service, clear any charges incurred for line rental prior to the line being installed and to offer a further goodwill payment as a contribution towards C's mobile charges.

### **19.2**

C arranged a service with SP which was to include a free broadband service. The provision of broadband was delayed for a considerable time and when it was established the service was very slow. SP accepted this and explained that the order had been stuck in a queue and then had a problem with the broadband profile. This was all considered poor customer service. During this time C was paying a different SP for a broadband service. No reason was shown why SP should not meet the cost of this other provider service.

SP was required to provide a letter of apology and a goodwill gesture.

### **19.3**

C applied for and ordered a broadband service with SP. After a number of failed attempts C took a broadband service with a different supplier. SP accepted that C had experience poor customer service. After these events C was billed for an Early Termination Fee as the account had been closed during the minimum term. SP accepted that this should not have happened as the service had never been provided. It credited all charges raised in respect of the broadband service.

SP was required to provide a letter of apology, confirm and demonstrate that all charges raised in respect of this broadband service have been credited, meaning that C had not been charged anything for broadband and to provide a goodwill gesture, in the form of a credit to C's account.

## **19.4**

C signed up to a broadband service with SP. C was unable to connect to the broadband service as no modem or disc was sent. C continued to complain to SP but still the service was not connected.

Following contact with C and SP, it was agreed through mediation that someone would contact C to continue to try and resolve the connection issues and if it was found that no connection could be made then the contract would be terminated without penalty, a goodwill payment was also offered for the inconvenience caused.

## **19.5**

Domestic Customer - Delay in providing services

The complainant requested a package of services from the supplier but there was a delay in processing the request because a previous tenant of the property had failed to cancel a broadband service with it. The delay was aggravated by the supplier failing to change the account name and this resulted in a bar being placed on the account when the broadband service was provisioned some two months later. The complainant sent letters of complaint to the supplier about the problems but they went unanswered so the complainant complained to the Ombudsman.

The Ombudsman commented that there was an excessive delay in the provisioning of the broadband service which had been made worse by the supplier failing to change the account name. The Ombudsman felt that there had been a large number of customer service failures and she directed the supplier to meet the complainant's request for early cancellation of the contract without penalty and for a goodwill gesture for all the shortfalls in customer service.

## **22.0 Internet Connection**

### **22.1**

C had supply of Broadband with SP. The Broadband did not work and C sent the equipment back to SP within the cancellation period. The SP never acknowledged receipt of the equipment and continued to bill C.

Since C had brought the complaint to the Ombudsman, SP had refunded all Broadband charges to C.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused.

### **22.2**

C was a small business and was unable to connect to broadband. SP investigated and it was found to be a long line issue due to C's distance from the exchange. C was without service for a period of time and the service was intermittent. SP reduced C's broadband speed which improved the connection but it was still intermittent. C requested compensation and a fully working service. SP advised it was unable to improve the connection and offered a goodwill credit which C rejected. SP sent a deadlock letter and C complained to Otelo.

The Ombudsman considered that SP had made a reasonable offer which should be maintained. The Ombudsman could not require SP to provide a fault free service and suggested that C investigate other broadband service providers if C wished to obtain a better connection.

### **22.3**

C ordered a broadband and telephone package with C which was never activated. The C cancelled the order but the SP levied charges for the service.

The Ombudsman required that the SP make a goodwill payment and written apology to C for the inconvenience caused. It also required that the SP close and zero the account and provide written confirmation that the credit file of C would remain unaffected.

### **22.4**

C complained about download speeds to SP as they were not satisfactory and the connection kept dropping. C complained over a long period of time without any improvement to the service. C requested a refund of charges and compensation. SP failed to respond to C's letters and C complained to the Ombudsman.

SP made a goodwill offer to C. The Ombudsman considered that SP had made a reasonable offer but required SP to provide a goodwill payment in place of the vouchers offered and to accept early termination of the contract without penalty.

## **24.0 Mis-selling**

### **24.1**

C claimed to have thought that an agreement with SP had been for equipment to be supplied on the basis of a three year interest free purchase. Some months later, C had wanted to purchase the equipment outright but had found that the agreement signed had been for contract hire, which meant not only that immediate purchase was not possible but also that an additional payment would be required to retain the equipment at the end of the three year period. C accepted that the agreement signed was for 'contract hire' but claimed that this arrangement had never been mentioned in the discussions with SP and had not been noticed as the documents had been signed hurriedly as the company was moving offices at the time. C also claimed that documents provided by SP showed that details of the arrangements had been altered after the agreement had been signed. As resolution, C wanted to be

allowed to purchase the equipment outright and an explanation for the changes which had been made. SP had investigated the complaint and insisted that the agreement was clear and that the contract terms had not been altered.

The Ombudsman decided that these were legal matters about which it would be more appropriate for C to seek formal legal advice.

## **24.2**

C took up an offer made by SP for the provision of a SIM card and a contract which provided for a set amount of talk time or texts each month at a discounted rate. C was required to provide a Port Authority Code to SP at which time SP would provide a SIM card to allow the service to be used. This was done and a fixed term contract was entered into. C later claimed that it was not indicated that a contract had been entered into. This was not accepted as it was found that the script used when arranging the contract included the information about the length of contract and further it included the requirement that a Port Authority Code should be provided and this was complied with. There was no reason to believe that the length of contract would not be set out. C asked to cancel the contract as difficulties were experienced in trying to unlock the handset that the SIM was to be used with. This was not considered SP's responsibility. Further, C reported that the SIM had been lost and a replacement was to be provided. There was a delay in providing the replacement and this was accepted by SP who offered to refund charges until the replacement was provided. This was considered reasonable but it was noted that there had been poor customer service in that the SIM should have been sent to C as agreed.

SP was required to provide a letter of apology for the poor customer service experienced in failing to provide a replacement SIM card as required, to provide a replacement SIM card to C and to refund any charges paid by C up until a replacement SIM card was provided, this refund being provided as a credit to the account. In addition SP was required to provide a small goodwill gesture, in the form of a credit to the account, to account to C for the refunds and credit provided and to indicate the early termination fee that would be charged should the account now be cancelled (this was to take into account the refunds and goodwill gesture credits required by this remedy).

## **24.3**

C claimed that SP mis-led C at the point of sale regarding charges and savings from a previous supplier. SP refuted the claim.

It was concluded that C's claims of being mis-led at the point of sale by a SP Sales Advisor could not be corroborated from the evidence provided and the request to be released from the contract without penalty is declined. SP was required to offer a goodwill gesture credit and send a letter of apology.

## **24.4**

C claimed that SP mis-led C at the point of sale regarding charges and savings from a previous supplier. SP refuted the claim.

It was concluded that C's claims of being mis-led at the point of sale by a SP Sales Advisor could not be corroborated from the evidence provided and the request to be released from the contract without penalty is declined. SP was required to offer a goodwill gesture credit and send a letter of apology.

## **24.5**

### **Mobile Phone User - Mis-selling of Data Card**

The complainant was intending to go abroad and on the understanding that the supplier's Data Card could be used at the place the complainant was traveling to, the complainant entered into a contract for a Card. When the complainant arrived at the destination, the complainant discovered to the complainant's annoyance that the Card did not work. When the complainant contacted the supplier the advisors wrongly tried to convince the complainant that the Card would work when in fact, the supplier's Roaming Network did not cover such usage. While abroad the complainant made and received many calls to and from the supplier in the mistaken belief that calls made through a short-code facility on a handset would not be charged. The complainant later received bills from the supplier for such calls. While the supplier agreed to meet some of the charges arising from the contact, it refused to meet them all so the complainant complained to the Ombudsman.

The Ombudsman was satisfied that the complainant had been given incorrect information at the point of sale, a fact the supplier accepted, and the Ombudsman noted that the supplier had rightly cancelled the Data Card contract. The Ombudsman commented that 3 had also given the supplier incorrect information about the use of the short-code and practically all of the charges arising from use abroad on the complainant's bills arose from calls to and from the supplier. The Ombudsman decided that it was only fair and appropriate that the supplier refund the complainant with all the charges for the calls made and received.

The Ombudsman also commented that the complainant must have been in a frustrating and annoying situation when the complainant arrived at the complainant's destination and found that the Data Card did not work. There was no doubt that this came about as a result of the incorrect information the supplier had given the complainant and this was a shortfall in customer service. The Ombudsman directed the supplier to make an appropriate goodwill gesture to the complainant in recognition of the inconvenience the situation had caused.

## **24.6**

C agreed to a contract with SP after being told by the salesperson that C would save money if all services were transferred to SP. When C received the first bills from SP, it was realised that C was actually being charged more for the service. C contacted SP and an offer was made including free calls up to an hour. The next bill failed to contain this offer and C complained again. SP had no record of this agreement and offered a free call waiting and call divert facility. SP also agreed to analyse C's previous bills so that a claim of mis-selling could be investigated. C sent these bills however SP failed to receive them. C later asked to cancel the contract and on doing this incurred an early termination fee.

The Ombudsman concluded that the salesperson should have checked C's bill before making a claim that money could be saved. It was agreed that the copy bills should be resent to SP to allow it to investigate the issue. The Ombudsman required SP to offer a goodwill gesture to cover the recorded delivery and photocopying costs of resending the bills and once these were received, analyse them and if it was clear that no saving could ever have been made or could now be made then the early termination fee was cleared. If a saving could now be offered, then SP were to agree a new tariff with C.

## **32.0 Refunds**

### **32.1**

Domestic Customer - Refund of charges not made

The complainant reported broadband connection failure to the supplier. The supplier carried out a number of diagnostic tests over a three month period but was unable to identify the source of the problem or to rectify it. The complainant decided to terminate the supplier's service and agreed to receive a refund. However the refund was not forthcoming despite the complainant sending many letters to the supplier.

The Ombudsman agreed with the complainant that there had been a shortfall in customer service over providing the refunds and directed the supplier to make the refund and provide a goodwill gesture to the complainant in respect of the shortfall in customer service.

## **34.0 Service Transfer**

### **34.1**

C contacted SP to advising that they were moving property and wished to transfer the landline and broadband services. C was advised that this would be actioned. The line was later disconnected and C was advised that C would not be liable for calls made by the new occupier. C was also informed that a disconnection charge would be incurred but that this would then be credited back to the account. Some time later C received a bill showing an outstanding balance and advising that another provider was taking the services over. C queried this with SP and discovered that the disconnection fee had not been refunded. C later received a demand for payment from a Debt Collection Agency. SP did later credit the disconnection fee to the account.

Following contact with both SP and C it was agreed through mediation a letter would be sent confirming that this had no affect on C's credit rating and the remaining credit now on the account would be refunded.

### **34.2**

C approached SP asking for a new line and paid SP an installation fee. SP failed to provide the line yet started to send demands to C for overdue charges. C wrote and emailed SP who failed to respond. C was eventually connected but only after two and a half months.

The Ombudsman found that C had suffered a shortfall in customer service from SP and SP was required to send a letter of apology and a goodwill gesture to C.

### **34.3**

C had agreed to a three year contract with SP and this period was up and C wished to transfer to another supplier. However, as C had not provided SP with the notice period stipulated in the terms of the contract, SP levied a termination fee as C was not in a new minimum term period. C disputed this with SP and escalated through its complaints process. SP initially offered to either reduce the termination fee or the new supply term, but as C declined both, SP withdrew its offer and the matter reached deadlock.

In line with the terms of reference for investigation no consideration could be given to the actual sale as this was over three years earlier. Nevertheless, SP had supplied a call recording of this and there was also no evidence to suggest that C had ever disputed the sale or the terms of the agreement. In terms of the actual contract term, the investigation was satisfied that SP was within its rights to apply a termination fee and also saw no reason for SP not to reinstate its previous offer to C. Therefore this was proposed. However, it was recommended to C that if C felt the contract term to be unfair, C should pursue this with the regulator initially, and then through the courts.

### **34.4**

C ordered a package with both telephone and broadband services. There were problems with both which SP explained and accounted for. SP also accepted full responsibility for the problems experienced. SP offered to provide proportional compensation which was considered generous and further it had waived line rental and tariff charges and the cost of all charges for some considerable time. This was also considered generous. These proposals were adopted and in addition it was noted that C was also considered worried about the status of any credit reference files held following this experience. C also complained that more than one payment had been collected for a modem supplied. It was felt that this should be clarified and if it was the case that more than one payment had been collected the over charge should be refunded.

SP was required to clarify the situation in relation to any credit reference files held in relation to C. If it was the case that any damage had been caused this was to be corrected, to provide the goodwill gesture offered, in the form of a cheque, clarify whether there had been more than one payment collected for the modem and refund any payment after the first one collected, provide a letter of apology for the poor customer service experienced in this case; and contact C to discuss the status of the broadband service and ensure that it is being received and working properly.

## **36.0 Tariffs**

### **36.1**

C contacted SP and entered into a new contract. When C contacted SP to enquire about a new facility a problem was identified with the new contract. C had not been quoted the correct costs. C tried to resolve this issue and contacted SP by email and letter. SP did not respond to C and C decided to cancel the contract. SP then charged early termination fees. C complained further and SP refunded these fees. The Ombudsman investigated and shortfalls in customer service were identified and a further gesture of goodwill was awarded. SP was also required to send a letter of apology to C.