

Issue **15**
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Case Studies¹

Case 01

Mis-selling unsuitable package

Mis-selling unsuitable package

The customer, represented by his daughter, was over 80 years old and died during the course of the application to CISAS. The customer complained of the failure of the company to properly charge him and provide details of the agreement between them. He maintained the company mis-sold him a package which was not suitable for his needs. The company alleged that the customer was confused.

The Adjudicator found that it was easy to see why the customer may have been confused. In the welcome letter from the company the customer was told of the set-up fee and monthly fee for a 12 month contract. The bills showed he was charged a different amount. However, in the Defence another figure was given for the monthly tariff. The welcome letter stated that the order could only be tracked on-line by visiting the website of the company but the customer could not do so because he never owned a computer nor had any intention of using one. The application of an early termination charge was not explained. Some figures mentioned in the Defence did not appear in bills, and other figures in the bills were not explained. The Adjudicator found there was a failure of duty of care by the company. The application by the company of an early termination charge was inappropriate, the package was in any case inappropriate for the customer's needs. The contract should be written off. Compensation of £350.00 to be paid by the company.

Case 02

Direct debit

Direct debit

The customer decided to terminate his services with the company and move to another service provider. He complained that the company:

- Disconnected his services early without authorisation.
- Re-instated the direct debit without his authorisation and took two payments from his account.

The company maintained that the new service provider was responsible for taking over the services and it had received no instruction to cancel the existing direct debit.

¹ Cases can be referred to by giving the case study edition number followed by the case number. For example, **15:01** is a reference to edition 15 of the Case Studies, Case 01. The Case Studies are summaries of cases they are not the full case. They are merely a guide rather than a precedent. In each case there are circumstances which are particular to that case, which have been considered and have lead to a particular Decision being made by the Adjudicator. The communication and internet service provider is referred to as, **'the company'**.

The Adjudicator accepted the customer's version of events as it was supported by evidence but no supporting evidence had been submitted by the company. The customer was awarded £150.00.

Case 03

Unrealistic demands

Unrealistic demands

The customer complained that she was made an offer to subscribe to the company's services but the offer was revoked almost immediately; the company had not dealt with her problems and complaints appropriately. The company asserted that the offer had been made by a third party and was nothing to do with them. Also the customer had been making unrealistic demands which had caused them difficulties.

The Adjudicator found that the offer, which included a cash back package, had been made by a third party. Although the company had not dealt with the problem as well as they could have done this was partly due to the demands placed upon them by the customer. The customer's claim was unsuccessful.

Case 04

Records

Records

The customer complained that he was never able to access the company's network and so should not be liable for the bills which he asked to be cancelled. The company argued that their records showed the customer did make use of the network.

The Adjudicator found the company's records did suggest the service was being used and so the customer's claim failed, except that the company had wrongly billed for services after the customer had terminated the contract. The Adjudicator ordered the company to cancel the bills after the date of termination.

Case 05

Contract terms

Contract terms

The customer signed up for unlimited broadband and a few months later he added a further service. As a result the company changed the broadband to a maximum monthly limit of 10GB. The customer noticed charging irregularities, complained and claimed £5,000.00. The company explained this was a legacy package and there was nothing they could do to put the customer back on the original package. The company made credits for the charging mistakes and also to put the customer back on the original prices.

The Adjudicator found that the company had acted in accordance with their terms which gave them the power to change the prices and services whilst the customer had 30 days to object and enjoy a penalty-free termination. The customer had provided no evidence of any losses.

Case 06

Mobile barring service

Mobile barring service

The customer paid for a mobile barring service on her landline to avoid her son incurring high bills. She questioned if it was working. The company advised it was but some calls were reaching mobiles via international routes. The company did nothing to assist the customer at this time, nor did they tell her charges were escalating rapidly. The customer complained when she received a £500.00 bill covering 4 months. The company maintained that the customer knew of the calls and must accept responsibility for her son's actions. They billed in time according to Ofcom guidance.

The Adjudicator found that the company should pay £500.00 to the customer. The company had promised to provide services using reasonable care and skill. They had not assisted the customer when she asked if call barring was working although the company's records showed they knew it was being avoided. The company provided services under standard terms and conditions which included mobile call barring for a fee however the company had not barred calls to mobiles. The company had billed 4 months late which meant the customer did not appreciate the costs she was incurring. Ofcom guidance on bill timing was just that: guidance. It set maximum periods within which bills must be provided. It might still be maladministration not to bill earlier. The company's records showed they knew of costs being incurred yet they had not billed until several months later. The Adjudicator found that this was a service failing.

Case 07

Credit limit

Credit limit

The customer had a mobile phone contract inclusive of 800 minutes of calls. She used an additional 1,600 minutes in one month the additional cost of which was about £490.00. The company had a credit limit for the account. The customer complained that she should have been informed when it was exceeded. She asked for the bill to be reduced to a normal monthly amount.

The Adjudicator found that the claim failed. The company had a system in place allowing the customer to check her usage against her allowance. Although the company assessed a credit limit this was not offered as a budgeting tool for the customer².

Case 08

Porting a number

Porting a number

The customer complained that he had been promised he could port his number to his new address when his services were moved there by the company, but the number was not ported. The customer asked only for £250 compensation. The company alleged that the customer was told that the number could not be ported.

The Adjudicator accepted the customer's assertion. The company's screen record made no mention of the conversation. The customer however gave a lucid and sensible account

² A similar issue was considered in CISAS Case Studies 14:07.

of why he would have gone to another provider if he had been told that he could not port the number. The customer was awarded £250.00.

Case 09

No defence

No defence

The customer complained he had not received a new Blackberry handset promised to him when he had agreed to a new 18 month contract for mobile services. The company indicated the handset had been delivered to the customer's address and signed for. When the customer complained he alleged the company's representatives had been rude, belligerent and unprofessional. The customer sought an apology, a written explanation, the company retrain and discipline their staff, and £4,999.99 compensation. The company did not submit a Defence.

The Adjudicator found that there had been a shortfall in customer service in the way the company dealt with the complaint. The company was directed to apologise and give a written explanation to the customer. The Adjudicator recommended that the company provide appropriate internal feedback to staff who had acted unprofessionally towards the customer. The amount of compensation claimed was unjustified.