

FROM THE OMBUDSMAN  
ANDREW WALKER

Mr P Ebrex

Case ref: \_\_\_\_\_

23 June 2010

Dear Mr Ebrex

### YOUR COMPLAINT ABOUT VODAFONE

On 1 March you made representations about the Provisional Conclusion reached following your complaint about Customer Service by Vodafone. I am sorry not to let you have my decision sooner.

At the start of your complaint you provided what you described as a brief version of your complaint. At the end of November 2009 you emailed us to say that your mobile number was back with Virgin, as you say that it was able to take control without input from Vodafone. You explained that you were asking for a written apology from Vodafone which acknowledged that it had failed at every step of the process, as well as £500 in financial compensation.

Turning to your further representations, you have now submitted 88 pages of evidence. Although I realise that some of it is information you got from Vodafone after you made a Subject Access Request, there are still 35 pages, which is a very substantial volume of evidence, which you did not submit at the start.

In your further representations you said that there was a significant error in the facts, which you argued would make a material difference.

In your view too much emphasis had been placed on the cause of the issue, largely because in your opinion Vodafone's records were not sufficiently detailed. You said that the main cause of the complaint was that Vodafone did not at any point deal with the main issue, and that this was eventually resolved by Virgin Mobile. You suggested that had Vodafone been able to present a solution to the problem (namely having two phones from two providers, both with the same number) there would have been no reason for your complaint.

When you first submitted your complaint, you said that full copies of all the letters were on the [www.vodamoan.co.uk](http://www.vodamoan.co.uk) website. I have reviewed the correspondence on the website.

It seems to me that the fundamental issue, and the difference between your position and that of Vodafone, is that whereas Vodafone says that you initially contacted it to place a new connection order, with a subsequent request for a number port, you say that from the start you only ever wanted to port your number, and would never have requested a new number.

In its case file Vodafone said that it appeared from the account notes that an order was placed on 3 September 2009, and was set up as a new connection and not as a number port. Vodafone goes on to say that on 8 September an order was placed through customer care to send you a SIM card to port your number from Virgin.

Vodafone said that the number was connected on 9 September 2009, and that it informed you on 10 September that the number had been connected but that no porting information had been provided at the time.

Vodafone accepted that there was some confusion about the account as two orders went through, one under a new connection and the other as a port in to Vodafone. As the original connection was cancelled there was no record that the port was to be cancelled as well, which is why the number was ported in to Vodafone on 14 September 2009.

Vodafone offered to resolve the matter by offering you free line rental as a goodwill gesture if you wished to stay a Vodafone customer, to make amends for any confusion. You requested a free handset, but because of the amount of discount you would have been received, it was not prepared to offer the handset that you wanted. It felt that its offers were more than reasonable as you were provided with your PAC and ported out of Vodafone on 2 October 2009, and you had not incurred any charges from Vodafone during the time you were connected.

Having read Vodafone's notes, there was clearly some confusion about exactly what you had ordered. It accepted that the transfer of your number had not gone smoothly, and that the service you had received was clearly not of the standard it expected of its service teams. You seemed to have been prepared to continue with Vodafone, and were willing to compromise.

You wanted Vodafone to make a better offer, but it was not prepared to meet your request. You were also nonplussed by its offer, which it said had an equivalent value of £6,840 over the 12 month period.

I do not regard Vodafone's assessment of the value of the offer as making a realistic comparison. No rational person would spend nearly £7,000 per year on a SIM-only tariff offering 600 anytime minutes per month and unlimited texts. I can see from Vodafone's website that it currently offers this tariff for £15 a month, or £180 per year. The Nokia 2323 handset can be currently be bought for around £50, so the total value of Vodafone's offer is about £230.

Comparing your notes with Vodafone's, I am satisfied on the balance of probabilities that you did request a number port from the start, but that once you found that your PAC was out of date you initially intended not to take out a new connection but to provide a new PAC. Vodafone's notes indicate that it believes that you did initially request a new connection, and subsequently requested a number port.

In terms of an appropriate remedy, the Provisional Conclusion proposed that Vodafone be required to maintain its offer of 12 months free line rental. The Provisional Conclusion should have taken into account the fact that you were no longer with Vodafone, and reflected the fact in the analysis. I apologise for this error.

This would not necessarily mean that the proposed remedy was not appropriate, and if I felt that you were being unreasonable in deciding not to accept a remedy which involved returning to Vodafone, this would be an important factor.

However, I am satisfied that the shortfall in service is such that a remedy is appropriate which is not contingent on you returning to Vodafone. While I have noted that the value of Vodafone's offer was worth £230, this is probably more than it would have cost Vodafone, and it would have had the benefit of any additional calls you may have made. I do not, therefore, consider that I should require Vodafone to make an equivalent cash award. Although I understand your reasons, you did not allow Vodafone to demonstrate that it was capable of providing a satisfactory service, and in making my Final Decision I must take into account the interests of both parties.

While you have argued that the problems meant that you could not receive some calls when you diverted

