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1.0 Billing

1.1

C realised that the Supplier had transposed the day and night readings used to bill the account. C continued to complain asking the Supplier to address this issue and amend the account to reflect the correct usage. A goodwill payment was offered to cover the cost of calls made to the Supplier. The Supplier did later re-bill the account, refunding any overpayment.

Following contact with both the Supplier and C, it was agreed through mediation that a letter of apology would be issued to C, confirmation would be provided that the account had been amended showing a zero balance and a further goodwill payment would be offered for the costs of any further calls made to the Supplier.

1.2

C was unhappy with the delays in setting up an electricity account and receiving an accurate bill. The Supplier acknowledged that there had been delays and applied the Billing Code of Practice and awarded a goodwill payment.

The Ombudsman considered that although the Supplier had provided a goodwill payment, a further payment was indicated and as well as a detailed breakdown of the how the recent bill had been calculated.

1.3

The Supplier confirmed it could exchange C's meter for a prepayment meter however it failed to take this action for many months. It was then found that C's gas was supplied by an independent gas transporter that could not support such a meter. In the meantime C agreed a payment schedule with the company however it failed to send a payment card or alternative method of payment. The Ombudsman considered this account was poorly managed.

In summary the Ombudsman required the Supplier to make a further goodwill gesture of in recognition of the continued inconvenience C experienced; on receipt of a current reading, offer C a payment plan including the arrears and ongoing usage; and to issue a formal letter of apology including an assurance that there is now only one account registered to C and that all payments will be credited to this account.

1.4

The Supplier failed to bill C's account correctly and led C to believe there was a very large credit balance on the account. It was later found that the balance was incorrect

and that it was not due C. The Ombudsman considers it unlikely that a customer on a prepayment meter could accrue such a large credit balance however on recalculating the accounts the company provided a generous goodwill gesture.

The Supplier then revised the start read in C's favour. In summary the Ombudsman required the Supplier to ensure the prepayment meter is not collecting payment for an arrears balance that does not exist; make a goodwill credit in recognition of the costs incurred and the inconvenience experienced; and to issue a letter of apology.

1.5

C complained that the supplier charged them incorrectly and that when C compared prices for the supplier with a third party, they were different to the amount C was paying. The supplier investigated and admitted that the rate for C had not been correct, resulting in a small overpayment. It rectified this and offered a goodwill payment. C rejected this as inadequate.

The Ombudsman considered the issues for C had been resolved and the goodwill gesture was proportionate. However, there had also been a shortfall in customer service by its lack of responses to some of the questions raised in C's letters. The supplier was required to make an apology for this.

1.6

C complained that the supplier sent an arrears bill, when they had previously been on a pre-payment meter. C complained and the supplier first reduced the bill, and following C requesting to close the account, sent another smaller bill. The supplier stated there had been an error on the account; it recalculated the arrears and removed a proportion of it, but maintained that the rest was payable.

The Ombudsman considered there had been a shortfall in customer service from the supplier in the way C perceived it had handled the complaint, but that the reduction was appropriate. The supplier was required to reduce the balance as suggested; apologise for the poor customer service and provide a small goodwill payment to cover C's expenses.

1.7

C was unhappy that the energy account was inaccurate as incorrect opening readings had been applied. The Supplier recently updated C's account to produce a credit balance.

The Ombudsman considered that although the Supplier has corrected the C's account, considerable inconvenience had been caused and was requested to provide C with an apology and goodwill payment.

1.8

C had a new gas supply fitted and has not received a bill since the date of installation. C complained to the supplier, the supplier have kept C informed but cannot set up account.

The supplier has not been able to resolve

The Ombudsman proposes that the supplier only backdate the bill when produced for 12 months and keep customer informed during this process.

1.9

C complains about the supplier failing to provide a promised tariff change. The supplier advised the rates were only available to new online customers, but that it had now applied these as a gesture of goodwill. C remained unhappy as the supplier had not backdated the tariff to the date it first promised.

It was concluded that it was reasonable for equivalent backdated credits to be provided in consideration of the supplier previous promises.

In resolution the supplier was required to send a letter of apology, apply equivalent goodwill credits in consideration of the tariff issues, and provide a written breakdown of the account.

1.10

The Complainant lived in a property and moved out. Some time after the Complainant discovered that the Supplier was taking money for an outstanding amount by direct debit. The Complainant contacted the Supplier and stopped the direct debit. The supplier investigated and identified a problem. This problem was not addressed for some time and the Supplier did not keep the Complainant informed. The Complainant escalated the problem and still did not receive reply. The Ombudsman investigated and found that the Supplier had not investigated a problem with the transfer and the subsequent events were as a direct result of this. The Complainant had been inconvenienced and as a result the Ombudsman required the Supplier to rectify the original problem recalculate the billing refund any excess send a letter of explanation and apology and make a goodwill gesture.

1.11

The Supplier billed C on usage on an old electricity meter which had been changed years earlier. This was despite C informing the Supplier that the meter had been exchanged. The Supplier obtained evidence of this from Siemens Metering Services and produced an amended bill which showed a large outstanding balance. In recognition of its error, the Supplier withdrew all charges which were more than one year old, and offered a payment plan to C. C rejected this and insisted that C should only pay

a certain amount. C also requested a subject access request, paid the fee but did not receive the file.

The Ombudsman was satisfied that the Supplier had applied the spirit of the back billing code. The Ombudsman decided that C was responsible for paying the outstanding balance and told the Supplier to contact C with a view to arranging a payment plan, taking into account C's ability to pay. The Supplier was also told to confirm to C that there is only one electricity meter recorded at C's property. The Ombudsman also concluded that the Supplier had provided a poor level of service to C and must award a goodwill gesture to C, and send a letter of apology. The Supplier was also instructed to send a further copy of C's file to C.

1.12

Domestic Customer - Disputed charges

The complainant changed supplier and was alarmed to receive higher bills. The complainant contacted the supplier and discovered that charges were being made at an incorrect rate. The supplier accepted the error and the complainant made a complaint to the Ombudsman.

Before the Ombudsman reached a Final Decision about the matter the supplier offered to make a small goodwill gesture to the complainant for shortfalls in customer service and promised not to recalculate the account as this would generate higher charges as the account had in fact been under-billed as a result of the error.

The complainant was satisfied with the offer the supplier made and accepted the resolution that had been offered.

1.13

C received a large bill from the energy supplier, as it had been calculating the bills incorrectly over a four year period. C raised a complaint with the supplier and the received a telephone call to discuss the issues raised.

It was agreed with C that the supplier would apply a goodwill credit to C's account, send a letter of apology and a large bunch of flowers.

1.14

The Supplier notified C that a debt had accrued due to a delay in recalibration of C's prepayment meter. C contacted the Supplier to complain and it agreed to withdraw a proportion of the debt in line with its company policy. C was unhappy with this, and the Supplier offered a further reduction as a gesture of goodwill. It also arranged for C's meter to be exchanged, but the appointment was missed. The Supplier compensated C for the missed appointment, but C remained unhappy with the remaining debt.

The Ombudsman was satisfied the Supplier has correctly applied its company policy on debt reduction due to delayed recalibration of a prepayment meter. However, there was no evidence to show C had ever prevented the Supplier from accessing the property to update the meter, or that C had refused to pay the correct unit price for fuel. Therefore, as a goodwill gesture, the Ombudsman required the Supplier to credit the remainder of the debit balance and arrange for C's meter to be exchanged.

1.15

C was unhappy that a large balance accumulated on an energy account due to the Supplier not supplying statements. The Supplier acknowledged that it had not provided statements and C's initial Direct Debit payment was not set up correctly. It therefore provided a goodwill payment.

The Ombudsman considered that although a goodwill payment was provided, an additional goodwill payment was indicated due to the shortfalls in customer service.

1.16

C disputed the billing on an electricity account. This led to a dispute as to the accuracy of the billing. Having received the complaint details from the supplier contacted C and arranged a mutually acceptable resolution.

A credit was provided to the account to be provided and a further % reduction was made to the outstanding account.

C was happy with this arrangement.

1.17

C moved into a property and set up a dual fuel account with the Supplier. The Supplier billed C's electricity based on a mixture of estimated and actual readings. However, C's gas account had only been billed on estimates over a four year period. The Supplier recalculated C's account applying the Billing Code of Practice and offered a payment plan. C went on to suggest that the meter was inaccurate. The Supplier offered to conduct a meter accuracy test but C declined to pay for it.

The Ombudsman directed that the supplier should write a letter of apology for failing to read the meter. The Ombudsman further directed that the supplier should maintain the offer of a payment plan and write with details of the meter accuracy test.

1.18

C moved into a new property in October 2005 and set up gas and electricity accounts. Whilst C received electricity bills, C did not receive a gas bill despite requesting one from the supplier. Eventually, the supplier supplied an estimated bill, followed by a further

estimated bill shortly after and then a bill based on actual readings. C complained about the size of the bill and suggested that given the passage of time the Billing Code of Practice applied

The Ombudsman directed that the supplier should apply the Billing Code of Practice and re-bill C. The Ombudsman further directed that the supplier should set up a payment plan, send a letter of apology and make a goodwill gesture.

1.19

The supplier's account holder passed away. A relative contacted the supplier to advise that the surviving spouse would take over responsibility for the account. The surviving spouse did not receive a Direct Debit mandate and continued to receive demands for payment for the account in the deceased's name. A Direct Debit mandate was eventually received together with a notice of disconnection for non payment. A complaint was made to the supplier for an apology and compensation for the distress caused to the surviving spouse.

The Ombudsman directed that the supplier should make a goodwill payment.

1.20

Domestic Customer – Late energy bills

The complainant received a high bill from the supplier which detailed charges raised over the previous three years. The complainant complained about this to the supplier which explained that an error had occurred and the charges had not been applied to the account. The supplier agreed to withdraw charges more than two years old under the energy agreed Back Billing Code of Practice and to make a goodwill gesture of applying some credit to the account in recognition of the inconvenience caused. While the complainant did not dispute that the complainant owed charges arising from consumption the complainant was given conflicting and confusing letters about payments and credits applied to the account following the complaint so the complainant brought a complaint to the Ombudsman.

The Ombudsman was satisfied that the Back Billing had been properly dealt with but commented that further information about other credits applied to the account were indeed confusing. The Ombudsman directed the supplier to provide an easy to read breakdown of the credits and payments made to the account following the complaint.

The Ombudsman also commented that the goodwill gesture the supplier had made for the inconvenience that had been caused to the complainant was a fair and reasonable one and it need not take any further action about the shortfalls in customer service.

1.21

C had two meters but one was not connected. C gave the Supplier meter readings from the incorrect meter. The Supplier eventually noticed the error and corrected C's account to the correct meter readings. This resulted in a high bill. C experienced a poor level of customer service.

The Ombudsman considered that C had also added to the problem as they provided incorrect meter readings. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment, write a letter of apology and make a payment arrangement.

1.22

Supplier failed to take two payments from C and increased C's direct debit. C entered into email correspondence with supplier about this and realised he was paying more per Kilowatt Hour than C believed C had agreed to. C decided to leave supplier but was offered a preferable package, which C accepted. C's account migrated anyway. Supplier took C back using the erroneous transfer procedure.

C was unable to administer the account online and was unsure which tariff C had been placed on. C complained to Supplier but it did not respond to many communications. Supplier took payments from C's account without warning and failed to respond to further complaints about this.

Supplier calculated C's final bill incorrectly and sent C a cheque for a credit amount, which C was not owed. C did not cash the cheque but supplier chased payment for the same amount.

In this case the Ombudsman considers there were a number of shortfalls in customer service. She required Supplier to calculate C's account on the correct tariff, confirm C's credit rating, apologise and send C a cheque as a goodwill gesture.

1.23

C moved into C's current property and the meter was exchanged from an economy 7 meter to a single rate meter without C's request. C complained and the meter was exchanged back. However, C complained that C incurred additional charges during the period in question.

Supplier failed to update the meter exchange on its system and as a result it has not sent C a bill calculated on the correct tariff. C complained and Supplier agreed to update its records and send a bill but failed to follow up on the agreement.

C further complained that C was billed an excessive amount for the first week he was in the property; the week before the incorrect meter was installed. There was no evidence of this but Supplier agreed to credit the full amount.

The Ombudsman was of the opinion that there had been a shortfall in customer service in this case and required supplier to update its records about the meter exchange, send a correct up to date bill, apply a goodwill credit and apologise.

1.24

C contacted the Supplier to agree a payment arrangement due to a change in circumstances. The Supplier agreed to reduce monthly payments for a short period of time. The Supplier subsequently reviewed C's accounts and as the debit balance on each of the accounts was increasing further, the Supplier wrote to C proposing that payments be increased. C did not contact the Supplier or increase the payments. The Supplier implemented its payment collection procedure. C was unhappy with this.

The Ombudsman was satisfied the Supplier had taken C's ability to pay into consideration when agreeing the original payment plan. However, it was also accepted that the Supplier had a responsibility to prevent the debit balance on the accounts increasing. The Ombudsman did not consider the Supplier had acted incorrectly, and it was not required to take any further action.

1.25

C received a final electricity bill from the Supplier advising that that the account was in credit. A short time later C received a final gas bill showing that there was an outstanding balance on the account. C noticed that the reading used was incorrect. C contacted the Supplier to query this and was advised that it would be resolved. C heard nothing further but later received a demand for payment for the balance. The Supplier later informed C that it would liaise with the new Supplier to agree the reading but C did not receive any further response.

Following the Ombudsman's request for to the Supplier for a case file, the Supplier agreed to offer a goodwill payment. The Ombudsman received confirmation from both parties that the complaint was resolved.

1.26

C moved premises and requested a final bill for both accounts and any credit to be refunded to C's account. The supplier failed to provide this for C and sent further bills and reminders.

The supplier promised that C would receive credit to C's account.

The Ombudsman considered that the offer satisfactory but proposed that the supplier award a gesture of goodwill a letter of apology and confirmation that C has received refund.

1.27

The Complainant moved into a new property and did not receive a bill from the Supplier, the Complainant contacted the Supplier and it advised that there was a query on the account and it needed investigating. The Supplier did not send bills and the Complainant still made payments. The query on the account was not resolved for a very long period and when it had done so it offered a reduction as a gesture of goodwill. The Complainant was not happy with this and contacted the Ombudsman. The Ombudsman investigated and found shortfalls in customer service and required the Supplier to make a further gesture of goodwill and to explain the reasons for the delays and to send a letter of apology.

1.28

C discovered that the day and night readings on the meter had been transposed for many years. C contacted the Supplier and it agreed that an error had been made and that the account would be re-billed. There was a delay in issuing an amended statement due to the fact that some of the information needed was no longer stored in the Supplier's archive and as such it needed to be dealt with by a specialist team. The Supplier eventually issued this and C was left with a large credit on the account which the Supplier advised would be refunded back to C. There was also a delay in receiving the cheque due to the large amount of money involved. C continued to complain also asking for an explanation of the bill. C was not sure that the bill was correct and that the charges had taken into account price changes. The Supplier did provide explanations of the bill but C remained unhappy. C later received a large refund cheque and this was cashed. C then started receiving demands for payment and later a Disconnection notice. The Supplier advised that an error had been made in issuing this refund.

The Ombudsman concluded that C appeared to have been billed correctly however C had experienced a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, confirm that the charges had been apportioned fairly over the price changes, and provides C with a Witten explanation of the bill and to offer a goodwill payment to reflect the shortfall in customer service.

1.29

C received a large bill for backdated gas and electricity usage. The Supplier advises it did not use the electricity readings it had been provided with for a period of two years and the gas readings for 12 months. The Supplier has awarded a gesture of goodwill in recognition of the errors with the gas account and offered C a payment plan.

The Ombudsman found the goodwill gesture already awarded sufficient in dealing with the errors surrounding the gas account. However, the Supplier was required to back bill C's electricity account for a period of 12 months only and maintain its offer of a payment plan. The Supplier was also required to apologise for any distress and inconvenience caused.

1.30

C complains of inaccurate bills and thinks they have been overcharged for their usage. C was also querying the tariff they were on and a payment they had made. The Supplier advises C has been correctly billed.

The Ombudsman found the Supplier had checked C's usage and it was consistent with the appliances C was using. The Ombudsman required the Supplier to confirm the tariff C was on and investigate the payment C was querying.

1.31

C received bills from Supplier but C's electricity supply was supplied by another Supplier. C contacted the incorrect Supplier on several occasions to notify it of this, and the Supplier eventually confirmed it did not supply the electricity to C. In the meantime C had received a letter from a Debt Collection Agency. The Supplier has awarded a goodwill gesture, which C does not believe is sufficient.

The Ombudsman agreed that the goodwill gesture provided by the Supplier was insufficient and instructed the Supplier to offer an increased amount. The Supplier was also instructed to ensure that C's details are removed from the Debt Collection Agency's records, and confirm that C's credit rating has not been adversely affected. The Supplier was also told to send a letter of apology to C for the shortfall in customer service provided.

1.32

C received a final bill from the Supplier. C contacted the Supplier and explained that C was not moving house or switching Suppliers. The Supplier re-opened the account, but failed to include the Direct Debit discount or the Price Protection on the account, which resulted in incorrect bills being issued. C has since confirmed that C has received a correct bill, however, C remains unhappy with the customer service and delays experienced.

The Ombudsman agreed that the Supplier should have taken action sooner, and instructed the Supplier to credit C's account with a goodwill gesture.

1.33

C had supply of gas with Supplier. The C disputed the high charges but the Supplier maintained that the bills were correct. The C changed supplier and the company sent a final bill to C

The Ombudsman did not require any further action from Supplier. She could find no reason to doubt the charges and considered that the Supplier had handled the complaint in a satisfactory manner.

1.34

The Complainant received an unusually high bill from the Supplier and queried it. The Complainant also advised the Supplier that damage had occurred to the meter as a result of an accident. The Supplier acknowledged this and reduced the bill. The Complainant was not happy with this and the Supplier then advised the bills were correct but it would honour the refund. The Complainant continued to complain but the Supplier maintained its position. The Ombudsman investigated and found that there was an anomaly in the billing and the Supplier has not investigated the complaint fully. The Ombudsman required the Supplier to make a further gesture of goodwill to the Complainant and send a letter of apology. The Ombudsman also recommended that the Supplier investigate the damage to the meter.

1.35

C asked Supplier to set up accounts but it failed to do so for some time. C complained throughout and Supplier failed to respond to complaints. Supplier also failed to set up a Direct Debit for some time. When C received a bill there was a large outstanding balance as payments had not met consumption. C complained and Supplier offered a credit but C remained dissatisfied.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Supplier to:

- apply a further credit to the outstanding balance;
- contact C to discuss a payment plan, which takes ability to pay into consideration;
- Have its energy efficiency team contact C to discuss ways of reducing consumption; and
- send a letter of apology.

1.36

C was billed using the wrong meter details for six years. When the problem was discovered C was re-billed and a large outstanding balance was left. The Ombudsman was unsure that the re-billing was correct as it did not appear to consider price rises over the six year period.

C complained but Supplier did not respond to the complaint until energywatch became involved. Supplier offered to credit C's account as a goodwill gesture.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to re-bill C's account to take price changes into consideration, maintain its offer of credit, apologise and offer C a payment plan.

1.37

C's account was opened to an incorrect start reading. Supplier told C to go back to previous Supplier to sort it out. C returned to previous Supplier and was only with Supplier for one month. C's first bill was incorrect but C made payment by Direct Debit. C complained and received a full refund.

After C's account had been finalised C received final bills from Supplier. C was under the impression that C would not have to pay further bills as C considered the refund a goodwill gesture for the problems experienced.

The Ombudsman was of the opinion that the final bills were correct but required supplier to apply credits to the bills in consideration of customer service shortfalls.

1.38

C complained to the Supplier that accurate readings had not been taken from the gas meter for some time. The Supplier advised that the meter readers had been unable to locate the meter and therefore all bills had been based on estimates. C also complained that a high estimated bill had been received more recently and C asked for an actual reading to be obtained before paying the outstanding amount. The Supplier obtained a reading and as no payment had been received, C was left with a large outstanding balance on the account.

The Ombudsman concluded that there was no evidence to suggest that C had been informed there was a problem with the location of the meter or that cards had been left. It was agreed that an accurate reading should have been obtained. The Supplier however had been estimating correctly and C had been paying the correct amount with a small overpayment being made which was later credited back to C. The Ombudsman required the Supplier to issue an apology, credit the account with a goodwill payment for the delays in obtaining accurate readings and to offer a payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

1.39

C's gas bills were estimated for a long time. This is despite Supplier taking regular readings. Supplier did not use readings in favour of estimates. Supplier was using low estimates and when an actual reading was used a large outstanding balance was produced.

C was unhappy and complained to supplier. Supplier encouraged C to apply for help with bill through a scheme it had set up. C did not want to do this as she felt it would be degrading. Supplier applied a small credit to the outstanding balance but C remained unhappy. As no agreement was reached, Supplier issued a deadlock letter.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. The Ombudsman was not sure that the outstanding balance was correct as supplier did not mention re-billing C's account to consider the various price changes. The Ombudsman required Supplier to re-bill C's account if it had not already done so,

apply a credit to C's account, apologise and offer a payment plan which takes into consideration C's ability to pay.

1.40

The Supplier failed to bill C accurately for over a year and underestimated its accounts causing a substantial arrears balance to accrue on the account. The Supplier failed to take into account C's ability to pay the balance and continued to seek recovery of the debt despite C's disputes that the charges were correct.

In summary the Ombudsman required the Supplier to make an additional goodwill gesture in light of the poor administration, customer service, misinformation, inconvenience caused and out of pocket expenses C incurred; if C for the test and it is determined the meter is faulty then the Supplier should revisit its accounts accordingly. Maintain the outstanding balance on the account but continue to collect the arrears balance on an extended payment plan considering C's ability to pay; and to issue a formal letter of apology.

1.41

C had prepayment meter for electricity and received a bill, C complained to the supplier about the bill but due to the fact that the meter had not been recalibrated, the account was correct.

The supplier reduced the amount owed and offered that C pays this over a longer period of time

The Ombudsman considered that the offers made by the supplier are satisfactory but required a letter of apology to be sent to C for the inconvenience caused.

1.42

C was unhappy that an outstanding balance has accumulated on the account due to the Supplier not recalibrating the meter in C's property following price rises. The Supplier later agreed to reduce the clear the outstanding balance in view of the error after the complaint had been raised.

1.43

C realised C was receiving bills with the incorrect Meter Serial Number showing. An engineer visited C's property and confirmed that the meter C was being billed for was not connected to C's property. It transpired that C was being billed for C's neighbour's electricity usage. C reported this to the Supplier and almost seven months later the matter has not yet been resolved. C has also complained that C has not received a response from the Supplier regarding C's complaint.

The Ombudsman concluded that the Supplier must increase its efforts to obtain a correct meter reading from C's neighbour's property to enable the Supplier to produce an accurate bill. The Ombudsman also decided that the Supplier had provided a poor level of customer service to C throughout the matter. The Supplier was instructed to credit C's account with a goodwill gesture and send a letter of apology for the poor level of customer service provided.

5.0 Billing - Inaccurate Invoices

5.1

C used an advance payment method to manage an account. After a payment meter was changed to a credit meter a refund was sought. Part of the advance payment made was not refunded as there was an outstanding amount on the account. This was caused because the meter had not been reset previously due to The Supplier not being able to gain access to C's property. With price increases the payments made by C had failed to clear the balance owed.

It was found that The Supplier was not at fault and no further steps were required.

5.2

C complained that the supplier incorrectly billed them and refused to make a refund payment they thought they were due. The supplier subsequently made a refund of a lower amount but later advised C that it should not have been authorised, as it led to C falling into debt. The supplier stated the bill was correct. C complained again and the supplier reviewed the account again and found that an opening reading had not been accurate. This led to the bill being significantly reduced further. However, C considered that they did not owe the supplier anything.

The Ombudsman considered that there had been poor customer service for C in that the error over the opening reading could have been avoided, but the action suggested by the supplier, including goodwill payments were considered adequate. The supplier had also apologised to C. The supplier was required to ensure the goodwill gestures, reductions in the final amount billed and the payment plan were maintained, confirmed and clearly itemised in writing. It was also required to make an additional small goodwill payment as a contribution towards C costs.

5.3

C received a large bill. C contacted the Supplier to query the bill and it informed C that it had billed the account to estimated readings, instead of the readings it had obtained for a number of years. It amended the bill to smooth usage over the relevant period and offered to reduce the balance as a goodwill gesture. C remained unhappy with the offer and a deadlock letter was sent by the Supplier.

The Ombudsman considered the Supplier's failure to bill the account using the meter readings it received to be reflective of poor customer service. However, it was acknowledged that C had a responsibility to check bills and ensure estimated bills were reflective of actual consumption. However, the Ombudsman did not consider the Supplier's goodwill gesture to be adequate. The Supplier was required to apply a credit as a goodwill gesture, withdraw backdated charges more than 12 months old from the date a correct bill was issued, provide a breakdown of the account and provide C with the opportunity to arrange an extended payment plan.

6.0 Billing - Inaccurate Meter Reading

6.1

C disputed bills from the Supplier and said that the readings were transposed. C sent letters to the Supplier and approached energywatch for assistance. The Supplier said that the issue had been resolved but this was not the case. C also complained that the Supplier was charging for economy seven yet C used gas for heating property.

The Supplier said it was investigating C's account usage and in order to provide a response and resolution it had arranged to visit C's property. Once up to date readings were obtained the Supplier could then check current usage against previous usage and also see if C was better off on a standard rather than economy seven tariff.

6.2

The Supplier had supplied electricity to C who then changed Supplier. C had been provided with bills showing both estimated and actual meter readings and a final bill was sent showing an amount outstanding. The Supplier said that this included an amount from a previous bill. C disputed the final billing as it showed a final estimated reading. The Supplier then took an actual reading and agreed this with the new Supplier and sent an amended statement. C was not happy and continued to dispute the bill. The Supplier apologised, made a goodwill payment and explained how the bills had been calculated. The matter reached deadlock and was referred to the Ombudsman.

The Ombudsman reviewed the bills and noted that there had been a portion of one bill that showed an estimated reading but that this would have not caused a significant difference as it was part way through a billing period when an actual reading was taken at the end of the period. It was also noted that the Supplier had made an error with a date but again it had missed off three days usage and the error was equated to this time period. It was understood how C had become confused over the statement from the way the final figures and credits were presented but on working through the outstanding amount was correct. C Was to be offered a repayment plan. No further action was necessary as the Supplier had apologised and fully explained the bills to C.

7.0 Billing - Incorrect Account Details

7.1

C moved house but decided to stay with the same Supplier that had supplied the previous property. The Supplier debited money from C's bank account for usage at the previous address. The problem was rectified, but the Supplier did not set up a new DD for C's account at the new address, and a debit balance accrued. C also received bills showing incorrect meter readings. C found the Supplier had been sending correspondence to the old address. This resulted in problems setting up one of C's accounts and the Supplier took over an incorrect supply. C requested an explanation of the problems, but did not receive a response.

The Supplier agreed to refund payments incorrectly taken for usage at C's old address and credit an overcharge due to the incorrect meter readings. It also agreed to investigate an issue with the meter readings C had provided and set up C's accounts and DDs correctly.

10.0 Billing - Missing Payment

10.1

C made payments for fuel via a prepayment meter. The Supplier sent C a bill as it did not receive the payments C made. It advised C that the charges would be maintained. C was unhappy with this and sent a letter of complaint, but remained unhappy with the Supplier's reply.

The Supplier reviewed the account and agreed to withdraw the balance.

14.0 Billing - Quality of Customer Service

14.1

C contacted the Supplier when C moved in but the Supplier failed to set up accounts in C's name. As a consequence C received letters and bills addressed to the occupier. C also complained that the Supplier blocked C from transferring the gas supply to another supplier. C sent letters to the Supplier but complained that some letters received no response. The Supplier said it did not receive C's letters. The Supplier said that the transfer was blocked as there was an outstanding balance owed by the previous occupier.

The Ombudsman was concerned that the Supplier's delay in setting up the accounts caused C to receive incorrect letters and bills. The Supplier also incorrectly blocked the

transfer of supply. The Ombudsman also noted that C had received an acknowledgement letter for one letter which proved the Supplier had received it. The Ombudsman required the Supplier to award a nominal goodwill payment and send a letter of apology.

14.2

C disputed a large bill from the Supplier and the fact that C was billed on a tariff which the C claimed inappropriate for their property. C disputed the energy consumed for a six month period in a one bedroom flat and remains dissatisfied with the Supplier's response. The Supplier said it was not made aware by the landlord that the storage heating system had been removed. Had it been aware then it would have arranged for a standard meter to be installed. The Supplier said it had applied a goodwill reduction which was more than the difference between what C would have been charged if on a standard tariff.

The Ombudsman said that it was not the Supplier's fault that C's landlord did not advise it that the storage heating system had been removed and the meter was therefore not correct for the property. The Ombudsman said that the Supplier's goodwill reduction was viewed as acceptable in recognition of the fact it failed to inform C when C initially contacted it for service that the property had a two dial meter. As a resolution, the Ombudsman required the Supplier to apply a credit for the difference between what C should have been charged if on a standard meter and to arrange a suitable payment plan.

14.3

C complained that the supplier sent a very large arrears bill. C complained and the supplier first reduced the bill, and following C requesting to close the account, sent another even larger bill. The supplier stated there had been an error on the account; it recalculated the arrears and removed a large proportion of it, but maintained that the rest was payable.

The Ombudsman considered there had been poor customer service from the supplier in the way it had handled C's complaint, but that the reduction was appropriate. The supplier was required to make a goodwill payment for poor customer service and provide a payment plan.

14.4

C complained that the Supplier stopped taking monthly payments due to C being provided with a new account number. C complained to the Supplier but the Supplier failed to resolve the problem or respond to C's actual complaint for several months. The supplier awarded C with a goodwill payment but C remained dissatisfied.

The Ombudsman was concerned that the Supplier failed to resolve a relatively simple enquiry which then caused it to escalate into a complaint. The Ombudsman concluded

that C had received poor customer service from the Supplier. The Ombudsman required the Supplier to award a further goodwill payment, to arrange a monthly payment plan with C and send a letter of apology.

14.5

C complained that the supplier settled their account, but continued to send bills. C complained and the supplier explained, after a delay, that it had made errors on the account in using incorrect readings. It also explained that after C moved out of the property the new occupant provided a reading that left C with an additional debt to be settled.

The Ombudsman considered the accounting on C's complaint had not been explained very well either before or after there had been an avoidable delay. The supplier was required to make apology for the shortfall in customer service; provide a goodwill payment as a contribution towards C's expenses; confirm in writing that the account had been resolved and any balance that remained; and reimburse verifiable bank charges.

14.6

C complained that the supplier sent a high bill which was not justified. C was informed by the supplier that the bill would be investigated and cancelled. Following an investigation after the issue was referred to the Ombudsman the supplier recognised that the advisors should have informed C that the bill was to be replaced and not just cleared.

The Ombudsman required an apology for this shortfall in customer service, but could see no other reason to waive the debt which was considered accurate.

14.7

C received a large bill from the Supplier which C disputed. C requested that both meters be tested but remained dissatisfied that the Supplier requested C to pay for it. C remained dissatisfied with the Suppliers' response. The Supplier said that it billed C to estimated readings for two quarterly bills. It then obtained actual readings and so C was billed for usage to date. The Supplier said there was no error with the usage as the readings provided by C were used. The Supplier said that C's monthly payments were not enough which was why the balance had accumulated. Once this was realised the Supplier then contacted C to increase the monthly payments.

The Ombudsman examined the bills and could find no evidence to suggest that either meter was faulty. The Ombudsman said it was clear that C's monthly payments were not enough but the Supplier could not be blamed for this as it had to wait for at least a year to then re-assess what the monthly payments should be. The Ombudsman was concerned that the Supplier waited three months to increase the payments after receipt of actual readings and this was viewed as a service shortfall. The Supplier was required to award a nominal goodwill payment and arrange a suitable payment plan.

14.8

C had a token prepayment meter. The Supplier did not recalibrate C's meter for a number of years, although it did issue annual statements to C showing a debit balance was accruing. The Supplier sent a bill to C for the outstanding balance and arranged an appointment for C's meter to be exchanged. C disputed the outstanding balance and considered the Supplier should withdraw the charges. The Supplier offered to reduce the balance and agree a suitable payment arrangement, but C remained unhappy with the offer.

The Ombudsman noted the Supplier had now taken reasonable steps to recalibrate, and subsequently exchange C's meter. However, it was considered there had been a delay in it attempting to recalibrate the meter and in it notifying C that a debit balance was accruing. The Supplier was required to increase the goodwill gesture it had offered, send a letter of apology, arrange a payment plan that took C's ability to pay into consideration and provide energy efficiency advice. C was considered to be responsible for payment of the remainder of the balance and for ensuring the Supplier had access to the property in order to change the meter.

14.9

C requested a refund of the credit balance on the account. The Supplier agreed to send a cheque, but did not do this. C contacted the Supplier many times to chase the matter and was told the cheque would be sent, but C never received it. The Supplier confirmed that although a cheque had been raised, it had never been sent to C. It confirmed the refund had now been issued.

The Ombudsman was pleased the Supplier had now taken steps to issue a refund to C. However, its failure to send the refund in a timely manner or take ownership of C's complaint was considered to be reflective of a shortfall in customer service. It was noted that a small goodwill payment had been made to C. However, the Supplier was required to increase this and to issue a cheque for a further goodwill payment.

14.10

C's monthly payments were not re-assessed for a long period of time and as a consequence C had a large outstanding balance. C was elderly and vulnerable and in a panic paid the outstanding balance in full. Sadly, C then passed away and TP took over the complaint. TP remained dissatisfied with the Supplier's response and offer of goodwill.

The Ombudsman was concerned that the Supplier failed to re-assess C's monthly payments for such a long time and this was viewed as a shortfall in customer service. The Ombudsman noted that the Supplier had not been made aware that C was elderly and vulnerable. In recognition of the service received the Ombudsman required the Supplier to award a goodwill payment and send TP a letter of apology.

21.0 Transfer

21.1

C transferred their supply but continued to be billed by their old Supplier. C advises the Supplier has agreed to credit the overcharged amount back to the account and offered a gesture of goodwill. C remains unhappy with the gesture of goodwill that has been offered.

Following the Ombudsman request for a case-file the Supplier contacted C and apologised for the customer service shortfalls. The Supplier maintained its offer of crediting C's account with the amount they had been overcharged but increased the gesture of goodwill. The Ombudsman received confirmation from both parties that the complaint was resolved.

25.0 Transfer - Incorrect Action Taken

25.1

C complained that the supplier completed a transfer after they had requested to stop it and go back to their previous supplier. The supplier stated there were incorrect accounting details which delayed the transaction, but that it did eventually complete C's request even though they were outside the cooling off period for part of their change over.

The Ombudsman considered the supplier had completed C's request after a delay for which an apology was required. The supplier was also required to formally advise C of the status of their credit reference and assure them that no action had been taken regarding any default entry being applied to their credit file.

26.0 Transfer - Incorrect Billing

26.1

C moved into a property and arranged for the supply to transfer to another supplier. C contacted the original Supplier to provide meter readings for the period of occupancy and requested a final bill. C received a payment reminder for charges prior to the tenancy start date. C subsequently received a bill for charges from the start of the tenancy period, but charges were also included for the period after the supply had left the Supplier. C contacted the Supplier to complain. A correct final bill was issued.

However, C considered the Supplier had then tried to transfer the supply back to it. C wrote to the Supplier several times but did not receive a reply.

The Supplier confirmed any charges on the account had been withdrawn as a goodwill gesture and that there had been a delay in the final bill being issued due to a dispute about the end reading it received. It confirmed it had not tried to return C's supply to it.

The Ombudsman was satisfied the Supplier had not tried to transfer C's supply back to it and that a correct final bill had been issued. The Supplier's withdrawal of the final balance was deemed appropriate in consideration of the delays C had experienced. However, the Supplier was also required to send a letter of apology, make a further small goodwill payment and confirm the account was closed and C's credit rating had not been affected.