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1.0 Billing

1.1

C received a request for payment after an old token meter was changed. C disputed that the amount was owed and complaint to the company. However, C continued to be chased for payment.

It was informally agreed that the company would clear the outstanding balance, send C a goodwill payment and a letter of apology for the shortfall in customer service.

1.2

Company billed C using incorrect meter details. C complained to Company and it did not resolve the issue for several months. As a result C referred the complaint to the Ombudsman.

After a case file was requested Company confirmed that all necessary details had been amended and it was billing C correctly. It accepted that a goodwill gesture was appropriate as C had experienced a shortfall in customer service.

The Ombudsman agreed that C had experienced a shortfall in customer service and required Company to:

- apply a goodwill credit to C's account; and
- send C a letter of apology.

1.3

C complained to the company about its seasonal gas charging processes. The company explained these, but C complained about it failing to provide advance notice. When C questioned the actual charges some overcharges were noted. The company provided an amended bill, but only after avoidable delays. It was also evident that the company had provided a limited response to C's concerns. C outlined why they believed some incorrect charges remained and discounts had not been provided. C asked for these points to be reviewed.

It was noted that there was no evidence of the account being incorrect, and asked the company to provide a full breakdown of the account. In full consideration of the problems experienced it was proposed that the remaining outstanding balance was cancelled.

1.4

C moved into a property but had their supply transferred. The company said this had been agreed by the previous occupier and, as such, considered that no erroneous transfer had occurred. C disputed this and also the charges being made. The company had applied the Billing Code as it had not been aware of the change of occupancy and had therefore issued incorrectly addressed bills. C wanted these cleared in full and to receive a larger goodwill payment than the company had offered.

The Ombudsman considered that an erroneous transfer had taken place as the company itself had admitted that the contract was not completed. As such, the company was required to establish whether C wanted to return to the original supply, however, the Ombudsman made C aware that this supplier would be entitled to make charges for the entire period. If C did not want to return, the Ombudsman considered the charges made were reasonable and that C was responsible for these. The company was required to agree a payment plan and withdraw all non payment action and charges, confirming that C's credit rating had not been adversely affected. The Ombudsman considered C had received conflicting information and a poor level of customer service from the company. As such, it required the company to apologise to C and make an increased goodwill payment for this.

1.5

C was unhappy with the delay in the Company performing a meter exchange leading C to paying for the previous occupier's debt. The Company later completed the meter exchange, acknowledged the problems and provided C with a goodwill payment and apology.

The Ombudsman considered that although there had been problems was satisfied questioned remained over the previous goodwill payments. The company was therefore requested to confirm payments made and refund any missed payments.

1.6

C moved address and was informed by the company that the previous accounts were in credit.

However, C began to receive bills for outstanding payments which led to letters from the bailiffs.

The company confirmed that C had been billed twice for energy used.

The company proposed that previous accounts were put back to zero balance and new accounts were placed in credit.

Although the Ombudsman Service considered this to be reasonable, other shortfalls of customer service was identified. The Ombudsman service required the company to confirm in writing that the accounts had been updated; refund money paid out to bailiffs; Energy Efficiency Advice; no adverse affect on C's credit rating; goodwill gesture and letter of apology.

1.7

C transferred supply but received a large bill from their old supplier some time after this. C was advised that the supply had been returned as only one MPAN had been transferred by the new supplier and there were two registered to the property. The company said it was correct to bill C for the period in question and offered a payment plan to clear the balance.

The Ombudsman considered that whilst the company had acted correctly in returning the supply to it, it had caused the problem in the first place by failing to update the database correctly. The company was required to reduce C's bill considerably to reflect the difference in its tariff and that of the new supplier and make a further goodwill payment and apology in respect of the customer service shortfall exhibited.

1.8

Whilst residing in a property, C received no bills. C says attempts were made to inform the company that a new account needed to be opened. The company failed to open an account for C until after C had left the property. The company had been sending all the bills to a different address.

The Ombudsman concluded that C had experienced a shortfall in customer by due to the delay in issuing a bill. The Ombudsman decided that the company should issue C with an apology, withdraw all previously unbilled charges more than one year old and offer C a payment plan to clear the outstanding balance taking into account C's ability to pay.

1.9

C experienced problems with billing and received two final bills. As C had been a dual fuel customer, C was unhappy at receiving two final bills when the account was closed. Before the Ombudsman could investigate this complaint, C was contacted by the company which explained that when an account was closed down the dual fuel account was separated into gas and electricity accounts. The company apologised to C for this and applied a goodwill credit to the account.

1.10

A debit balance accrued on C's electricity account. It was agreed that C's credit meter would be removed and a pre payment meter would be installed so that C could repay the debt over a longer period. The meter exchange took place but there was a delay updating C's meter with the repayment details. C has requested that some of the debt is withdrawn to compensate for this delay. The company has refused this request as it states that C was aware of the debt and the payment plan.

The Ombudsman concluded that there has been a delay in updating C's meter with the pre payment plan. However, C has not been disadvantaged by the delay as all the money that has been paid on to the meter, has gone towards C's ongoing usage. The Ombudsman decided that the company should issue C with an apology and a goodwill payment to reflect the delay.

1.11

C after transferring to the company received various different bills showing differing amounts and account numbers.

C made many calls to the company to try and resolve this and was informed that a large outstanding balance, was due to clear the balance.

C wanted an actual bill based on actual readings.

Following the Ombudsman's request to the company for a case file, the company contacted the Ombudsman to confirm that the complaint had been resolved as a bill based on actual readings had been supplied. The Ombudsman had confirmation from both parties that the complaint was resolved.

The company agreed to send a goodwill gesture, set up a payment plan and a letter of apology.

1.12

C experienced difficulty in obtaining a correct final bill from the company. C wanted to receive a correct bill, an apology and compensation.

Before the Ombudsman could investigate, the company contacted C directly and agreed to clear the charges on the correct bill and make a goodwill payment and apology in respect of its service shortfalls.

1.13

C contacted the Supplier regarding a fault with their boiler. This was repaired by the Supplier, but C complained about the increased consumption. It was evident that the Supplier had made a temporary repair pending replacement of a faulty part. This involved increasing the water temperature.

As this point had failed to be addressed by the Supplier, it was concluded that a goodwill payment should be made in consideration of the increased consumption and poor customer service. A further payment was required in respect of a failed engineers visit. These were to be sent with a letter of apology.

1.14

C transferred suppliers but was sent a bill by the company (the old supplier) using an incorrect end reading. This was resolved and the resulting credit on the account was sent to C along with a goodwill payment as C had received payment reminders in respect of the incorrect balance. Over a year later, C received another bill from the company and it transpired that it had not completed its procedure fully after correcting the end reading, leading to an incorrect bill being issued. The company rectified the problem, closed C's account in full and offered a goodwill payment which C rejected. C claimed a larger goodwill payment.

The Ombudsman was satisfied that the problem with the account had been fully resolved. In addition, it considered the goodwill payment offered to be reasonable in view of the speed with which the matter was resolved. As such, it required the company to make the previously offered payment to C.

1.15

C was an electricity and gas customer of the Company. After having some difficulties with a family member accessing the account C contacted the Company to have this person added. The result was to close the accounts and set up new ones under new references and final statements for payment sent to C. The Company continued to take the direct debit payments and then began to chase C for the outstanding amounts. C complained and the Company said it would review the matter and call back. It said that the closure of the account was usual and that C had not been notified of this. The Company applied a 10% reduction across both accounts. C was then charged on two accounts for each utility which meant duplication. The new accounts were closed and credits applied. C also raised an issue regarding a fixed price plan which C felt wasn't being applied. C decided to change supplier and then the Company wrote to C detailing payments and the outstanding amount.

The Ombudsman considered there had been some errors with the accounts including duplication but the Company had recognised this and also the fact the C had not been told about the procedure for adding new names. However there had been other customer service issues that the Company had failed to address. The Company was to ensure closure of the accounts and ensure all due credit were applied. It was to review the tariff charged on the electricity account as C had shown confirmation of the fixed plan and calculate the cheaper of that charged and the application of this tariff. It was to make a final goodwill payment to C in recognition of the additional issues.

1.16

C received a bill from the company based on an estimated reading. C contacted the company providing an actual reading which was lower than the estimated used to bill the account. The company issued an amended bill to C however this showed a higher outstanding balance than before. C queried this with the company as C believed that as the reading was lower than the charges should also be lower. The company advised C that this was due to the fact that the second bill was spread over a longer period

however C was not happy with this response, still believing that if the reading was lower then the balance should be lower.

The Ombudsman concluded after examining the bills that the company's charges were correct however it was agreed that the company could have offered a more simple explanation of the charges. The Ombudsman required the company to issue an apology and issue a goodwill payment to reflect the delay in providing a suitable explanation.

1.17

C was paying for a previous debt on the account via a monthly payment. All longing usage was paid for quarterly. C received confusing bills from the company. The company advised that this was due to payments that had not been made by the required date. The company did later acknowledge that it had not always explained the bills clearly and that the complaint had not always been dealt with appropriately. It was also agreed that the company could also have addressed more suitable repayment option with C when it was clear that payment was not being made on time. A goodwill credit was later applied by the company.

The Ombudsman concluded that there had been a shortfall in customer service and required the company to issue an apology, offer a further goodwill payment to reflect the delay in discussing repayment options, obtain actual meter readings, issuing an up to date statement, issue a detailed breakdown of the account and to offer a suitable payment plan taking into account C's ability to pay.

1.18

C was complaining on behalf of family member. C contacted the company to ask why a letter had been received from a Debt Collection demanding payment when no prior notification had been provided to the family member that anything was owed to the company. The company advised that the debt related to a rented property that C's family member had occupied some time before. C asked for a copy of the final invoice to be issued however this was not received despite repeated requests. The company later advised that refund cheque had been issued to the family member when the account had been closed however it had refunded too large an amount. At the time of the account closure, a credit balance had remained and as such C's family member was now being pursued for the difference. C informed the company that no refund had been cashed or received. The company agreed to send a corrected cheque however there was a delay in issuing the cheque. On receiving the cheque C found that it had been addressed incorrectly and therefore could not be cashed. C asked for the cheque to be reissued in the correct name and this caused a further delay. During this period C's family member continued to receive demands for payment from the Debt Collection Agency.

The Ombudsman concluded that the company had made an error and that there had been a delay in issuing the cheque. The Ombudsman required the company to issue an apology, offer a goodwill payment to reflect the incorrect refund, the delays, the distress

caused and the cost of calls to the company and to confirm that this had no adverse affect on C's family member's credit rating.

1.19

C received bills from the company addressed to "the occupier". These were for the previous occupier's consumption. C complained to the company and later received two accounts from the company, one of which was still showing the previous occupier's consumption. C was advised by the company to ignore the bills however C was concerned that this would affect C's credit rating. C continued to receive demands for payment of this account and eventually received a letter from a Debt Collection Agency. C later advised that it had not updated the account correctly when C had moved into the property and the problem was later resolved. The company offered a goodwill payment however C remained unhappy with the offer.

The Ombudsman concluded that the company had made an error and required the company to issue an apology and to offer a goodwill payment to reflect the error and the distress caused.

1.20

C received a very large electricity bill as the company only used estimated readings, even though meter readings were provided. C complained to the company that the debt went back years and therefore it should be cleared or greatly reduced, but initially it was maintained.

It was informally agreed that the company would reduce the balance owed on the account, contact C to discuss having the meter checked, offer an extended payment plan and send a letter of apology for any shortfall in customer service.

1.21

C had the gas supply disconnected at C's investment property and had to pay disconnection and reconnection fees. C complained that the bills were sent to the supply address and not the correspondence address and that C had not received the correspondence. The Company refused to withdraw the fees and C paid these as the property was up for sale and a gas supply was required at the property.

The Ombudsman decided that it was not possible to determine to whether C had received the correspondence or not and decided that the disconnection and reconnection fees should be shared equally. The Company was instructed to send a cheque to C to reimburse C for half of the fees incurred.

1.22

C stated the company told them it would deduct the final payable Direct Debit, but it unable collect the Direct Debit and the amount remained unpaid. The company failed to inform C that the debt had not been paid and it later sent C a debt collection notice, without any explanation. C complained and the company promised to send a final bill and that the debt collection proceedings would be put on hold. C still did not receive a final bill. The company subsequently sent notification of court proceedings. C eventually paid the final bill over the phone, but C received further letters threatening court proceedings. C sent a final letter of complaint, but did not receive a reply; instead C received another threat from debt collectors. The company addressed the issues raised following C complaining to the Ombudsman. It offered an apology and a goodwill payment, which C accepted.

1.23

C did not receive a bill from the supplier and payments were not taken form the Direct Debit for over 12 months. C then received a large bill and complained. The company agreed to apply the billing code to the balance and offered a goodwill credit for undercharges on the account. C disputed the amount and complained to the Energy Supply Ombudsman Service.

The Energy Supply Ombudsman disagreed with the supplier's calculations and required a further goodwill credit in recognition of the shortfalls in customer service.

1.24

C had a meter exchanged and was informed by the company that there was a credit on the account.

C made various requests for the refund and the company took several months to investigate this request.

It was identified that the old meter had been undercharging C and therefore C was not entitled to a refund. The company would absorb any underpayments during this period.

Although the Ombudsman Service considered this proposal reasonable, the fact that C's meter had not been recalibrated and was led to believe that C was entitled to a refund was a shortfall in customer service.

The Ombudsman also identified further shortfalls and required the company to: make a goodwill gesture and a letter of apology.

1.25

C moved into a new property and Company was the deemed supplier. C was happy to take Company as the supplier but Company billed in the incorrect name and using incorrect meter details. C contacted Company and it arranged appointments to check

the details. Company failed to show up for appointments and failed to pay compensation. C continued to complain but the issue remained unresolved.

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

- arrange a further appointment to check the meter details;
- update all necessary records to reflect the correct meter at C's property;
- send C an accurate bill ensuring that all payments C made were allocated to the account;
- make a compensation payment in consideration of the missed appointments and failure to pay timely compensation;
- make an additional goodwill payment in consideration of the customer service shortfalls experienced;
- send C a full explanation of what has happened with the complaint; and
- send C an apology.

1.26

C signed up to the Company for both gas and electricity but the Company failed to set up an electricity account. The Company noticed the error some time later and chased the outstanding debt. C had moved properties and the Company requested the outstanding balance via a Debt Collection Agency. C is unhappy as C has previously informed the Company that C has moved address. The first notification C received was from the Debt Collection Agency. C is also unhappy that the Company's meter readers visited the property on three occasions. C believes that the mistake should have been noticed earlier.

In recognition of its mistake, the Company offered to reduce the outstanding and offer a payment plan to C.

After reviewing the case, the Ombudsman concluded that the Company was entitled to request payment of the outstanding amount. However, the Ombudsman was disappointed that the Company errors resulted in the involvement of a Debt Collection Agency. C was made aware that the meter readers were not employed by the Company. Whilst recognising the offer made by the Company, the Ombudsman instructed the Company to award a further credit to the account as a goodwill gesture. The Company was instructed to contact C to arrange a payment plan, taking into account C's ability to pay. The Company was also asked to ensure that C's details are recalled from the Debt Collection Agency's records upon C's agreement to repay the outstanding debt. The Ombudsman also instructed the Company to send a letter of apology to C for the poor level of customer service provided.

1.27

C disputed the gas bill. C had a new boiler installed which identified a gas leak at the meter which C's engineer rectified. C did not report the leak and did not complain for six months and then withheld payment for gas used as C believed that the supplier was

charging for the gas which had leaked and C had not used. C wrote to complain and the supplier maintained the charges and issued a deadlock letter.

The Ombudsman considered that it was reasonable for the supplier to require payment for gas that had been recorded as used by the meter and did not require any further action other than for the supplier to agree a payment arrangement with C, taking into account C's ability to pay.

1.28

C received bills showing the account was in arrears even though C had paid the balance in full. C contacted the Company but it advised it was unable to help and failed to reply to C's letters.

The Company acknowledged C had received a poor level of service and that errors had been made on the account. It agreed to provide a goodwill gesture and to amend the account balance.

1.29

C contacted the Company as C had been charged for gas usage by two Companies. The Company maintained that it supplied the gas despite C raising this as an issue on many occasions. After a long period of time, the Company established from the Independent Gas Transporter (IGT) that it had lost the gas supply some time ago. The Company issued an amended bill and refunded the overpayment to C.

The Ombudsman was satisfied that the Company had rectified the account but believed that it had failed to investigate C's query sufficiently when it was initially raised. The Ombudsman decided that this was a shortfall in customer service and instructed the Company to make a goodwill payment to C.

1.30

C received a statement showing a large outstanding balance despite having a prepayment meter. The Supplier informed C that it had not recalibrated the meter in line with recent price changes and therefore C now owed an outstanding balance. C disputed this with the Supplier and it was agreed that some of the debt would be cleared in line with its own policy. It was also suggested to C that the meter should be exchanged for a key meter in order that it would not need recalibrating and the problem should not reoccur. C agreed to this but claimed that on one knocked or rang the bell on the first appointment however a card was left to say that the Meter Operator has called. The meter was later fitted and C later discovered that it had been set to collect the debt without any prior knowledge of this.

The Ombudsman concluded that there meter should have been recalibrated sooner however it was agreed that the Supplier had made a reasonable offer in reducing the balance. It was acknowledge that C had experienced a shortfall in customer service and

that the debt repayment should have been discussed. The Ombudsman required the Supplier to issue an apology, credit the account with a goodwill payment for any confusion relating the appointment and for the failure to discuss the debt repayment and to offer a suitable payment plan taking into account C's ability to pay.

1.31

C's account was based on estimated readings for several years. C complained and the complaint was not addressed for several years. C's account was billed to accurate readings and there was a large balance on the account. Company noticed that the start readings were incorrect and that it had billed on an incorrect tariff. It adjusted the account to consider this and offered C a payment plan for the outstanding balance. C remained unhappy.

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

- make an adjustment to the account in the spirit of the Energy retail Association Code of Practice for Accurate Bills;
- apply an additional credit to the account as a goodwill gesture;
- send C a letter of apology; and
- contact C to discuss a payment arrangement, which took ability to pay into consideration.

1.32

C did not receive bills from Company for several months. C contacted Company on a number of occasions to complain. Company offered a compensation payment and C asked it not to take payment until the Compensation cheque had been cashed, as the payment was required to ensure sufficient funds in C's account. Company took the payment and C incurred bank charges. Company refunded the bank charges but C remained unhappy with the way the Complaint had been handled. Company offered a further goodwill payment, which C declined.

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

- maintain its offer to make a goodwill payment;
- make an additional goodwill payment;
- send complete bills for the period C had been its customer;
- contact C to arrange payment of the balance accumulated;
- contact C to discuss reassessing the Direct Debit; and
- send C a letter of apology.

1.33

C received a bill which made incorrect charges for dates after C had left the property. C asked the company to issue a correct bill but this was not received. Before the investigation took place, the company issued this bill, which showed C being in credit, and arranged for this payment to be made. In addition, it apologised to C for its service shortfalls and made a goodwill payment for this.

1.34

C received a larger bill than expected and also confirmation that the Direct Debit payments were increasing. C felt that the energy company had billed incorrectly, but this was not the case.

It was informally agreed that the company would send C clear statements for both gas and electricity, a revised bill for payment, apply a goodwill credit and send a letter of apology.

1.35

C complained to the Supplier after receiving a large gas bill. C complained that this was much larger than experienced with their previous supplier for the same period. The Supplier investigated this matter and established through the new property owner that there had been a gas leak. As the leak was internal it was concluded the charges were correct and remained C's responsibility.

There was evidence of poor customer service being provided, with some avoidable delays to C's enquiries. In consideration of this the Supplier was required to send a letter of apology and make a goodwill credit. However, C remained responsible for the outstanding balance. The Supplier offered to provide a payment plan for C. It was required to maintain this offer.

1.36

C complained to the Supplier after receiving a large bill. C outlined that they has a pre-payment meter and such a bill was unexpected. The Supplier advised that this was due to it failing to recalibrate the meter in error. It reduced the outstanding balance in line with its price rise debt policy, but C remained unhappy.

It was concluded that C was reliant on the Supplier to advise them of price changes and ensure the meter was recalibrated correctly. There was no evidence of this happening. It was also concluded that C had not received a satisfactory level of customer service.

The Supplier was therefore required to send a letter of apology, ensure the full debt resulting from the recalibration error was withdrawn, refund any payments made by C towards the debt, and provide written confirmation of all action taken.

1.37

C's meter readings had been transposed and the company said it would reverse these and re-bill C. Some months later this had still not been done and C had received debt collection letters for the unpaid bill, despite having been told that the account was placed on hold. C wanted the bill to be corrected, to receive compensation for the delays and inconvenience and confirmation that no further action would be taken by the agency. The company issued the correct bill before the investigation took place and offered C a goodwill payment. C had not responded to this.

The Ombudsman was satisfied that the billing aspect of C's complaint had been resolved by the company and required no further action in this respect. The company was required to increase the goodwill payment it had already offered as there had been a catalogue of customer service errors. In addition, the company was required to confirm that the debt collection action had been withdrawn and that this had not adversely affected C's credit file.

1.38

C received some confusing bills from Company. C disputed the final bill.

After a case file was requested Company provided an acceptable explanation and sent an amended final bill.

The Ombudsman was pleased that an agreement was reached.

1.39

C states that incorrect readings were taken at the time energy supply was transferred to the SP.

C says has had difficulty in resolving this matter and has received a shortfall in customer service.

SP confirms that a meter reading error may have occurred and states it will obtain actual readings to resolve the matter.

The Ombudsman requires SP to obtain correct readings and provide an accurate bill to take into account the back-billing code.

The Ombudsman also requires SP to provide a written apology and offer a goodwill payment to be credited to C's account.

1.40

C received a large bill caused because of the company's failure to recalibrate their meter. C stated no prior notification of price increases, debt accrual or the requirement

to recalibrate had been received and, as a result, felt they should not have to settle the outstanding amount.

The Ombudsman was not satisfied that the company had advised C of this and was of the opinion that because of this, and the fact the company had not recalibrated C's meter for two years, felt there had been a shortfall in the customer service received by C and that the company had not fully applied its own recalibration policy. As such, the Ombudsman required the company to clear C's outstanding balance, refund any payments already made to clear this as well as apologised for the customer service exhibited and make a nominal goodwill payment in respect of this.

1.41

C received a large bill after actual readings were applied to the account and estimated readings were corrected. The company said that, whilst it had not used actual readings for over three years, it had made a number of attempts to read C's meter but been unable to gain access.

The Ombudsman considered that the company had not followed up on these failures and considered that the Billing Code should be applied. As such, the company was required to re-bill C for one year only and agree a payment plan for this as well as apologising and making a goodwill payment in respect of the shortfall of customer service leading to this bill being issued.

1.42

C's property had two electricity meters and C advised that their made the company aware of this. The company billed C for her consumption on only one of the meters. When the company discovered that C had a second meter it issued a back bill charging C for consumption since C moved into the property. C disputed the bill and the company removed all previously unbilled charges over 12 months old. C remained unhappy with this.

The Ombudsman concluded that C had experienced a shortfall in customer service due to the company's delay in billing C for the second meter consumption.

The Ombudsman decided that the company should issue C with an apology, confirm that all previously unbilled charges over 12 months old from the date of the amended bill are withdrawn, provide C with a goodwill payment, energy efficiency advice and a payment plan to cover C's current consumption taking into C's ability to pay.

1.43

C received a bill from the company showing a large outstanding balance. The company advised that it had re-billed the account due to previous bills being based on estimated readings. C advised that actual readings had been taken however the company informed C that these had not been used to bill the account as they were not in line with previous estimates. C paid via Direct Debit and complained that the company could

have adjusted this to reflect the actual usage. The company offered to reduce the balance and offered a goodwill gesture but C remained unhappy with this offer.

The Ombudsman concluded that there was delay in issuing an accurate bills and required the company to issue an apology, apply the ERA (Energy Retail Association) Code for Accurate Billing, arrange a gas meter inspection, offer a goodwill payment and to offer a suitable payment plan taking into account C's ability to pay.

1.44

C moved out of the property and provided the company with a final meter reading. C later discovered that the company had taken a large sum of money from C's bank account. C contacted the company and discovered that the account had been estimated for some time and as such C had been underpaying for the usage. C asked for the money to be returned at the bank and the company agreed to set up a payment plan. C asked for a copy of the previous bills however these were not received. C later received demands for payment and threats of court action.

The Ombudsman concluded that there was no evidence that the company had tried to obtain meter readings or that it had notified C that a reading was required. The Ombudsman required the company to issue an apology, re-bill the account back to the last actual reading ensuring that all charges were apportioned fairly over price changes, clear any previously unbilled charges prior to one year from when the account was billed up to date, offer a goodwill payment for the delays, issue a detailed breakdown of the account and to offer a suitable payment plan taking into account C's ability to pay.

1.45

C transferred back to the company from previous supplier.

The company accepted back C under the erroneous transfer process and would be billed as though the account had never left the company.

C did not receive a bill from company for over a year and half.

C then received various amended large bills from the company which was based on incorrect information. The company accepted it was its error.

The Ombudsman Service considered that the backbilling Code applied and also identified further shortfalls in customer service; a goodwill gesture; letter of apology and payment plan offered.

1.46

C transferred the supply from the company to another company. C later received a bill from the company showing a large outstanding balance. C complained to the company and later discovered that the account had been billed using imperial readings whereas

C's meter was a metric meter. C continued to complain to the company asking for the account to be amended.

The Ombudsman concluded that C has experienced a shortfall in customer service and required the company to issue an apology, contact C to arrange an appointment to visit the property to obtain the correct meter details, once this was done, the account should be re-billed accordingly, to offer a goodwill payment for the incorrect billing and to offer a suitable payment plan to pay the outstanding balance taking into account C's ability to pay.

1.47

C paid for the gas consumption via Direct Debit. A statement was received showing the account to be in credit and part of this was refunded back to C. Some time later after providing a reading to the company C received a bill showing a large outstanding balance. C queried this with the company and on investigation it found that several readings provided by the Data Collector were incorrect. This has caused the incorrect credit balance. C asked for the meter to be tested for accuracy and it was confirmed that it was recording correctly. The company offered a goodwill payment and a payment plan however C remained unhappy.

The Ombudsman concluded that the company had made an error in billing the account incorrectly however it was agreed that the goodwill payment offered was appropriate under the circumstances. The Ombudsman required the company to issue an apology, to offer C some energy efficiency advice, to maintain its offer of a goodwill payment and to offer a suitable payment plan taking into account C's ability to pay.

1.48

C was not on the correct tariff so the Supplier re billed the account. The bill was no cheaper so the Supplier noted there was a problem. C informed the Supplier they used storage heaters. Six months later after several calls from C, the Supplier changed the account from a standard tariff to Economy 7 which put C's account in credit. The Supplier offered an apology to C for all of the hassle they had had whilst resolving the complaint. The Supplier offered C £20 for postage and £30 for poor customer service.

It was decided that the award of compensation for poor customer service should be increased and if C requested, due to their vulnerability, they should be offered any services the Supplier would normally offer in addition to a letter of apology.

1.49

C moved supply to the Company. The Company had information that C was using a pre-payment meter for the gas supply. After failing to receive bills C contacted the Company and requested the bill. The bill did not arrive and C continued to chase. Some 11 months into the new supply C received a large bill covering the time from the commencement of the supply and contacted the Company to complain. C asked for the

bill to be cleared and the Company agreed to reduce this and offered a two year repayment plan. C rejected this and started to receive debt collection letters.

The Ombudsman considered that C had been left in an unfortunate position but as the Company had complied with industry standards in sending the bill within the year the amount stood. C was liable for the repayment on the basis that the energy had been consumed and that C had not made any previous payments during the year. However the Company was to reduce the bill as a gesture of goodwill and make the offer of the repayment plan again. A further goodwill payment was offered for the problems experienced. The Company was to make a written apology for the failure to bill and then for the promptness of the debt recovery action commenced during the Ombudsman process. It was to stop this process and ensure that C's credit rating had not suffered.

1.50

C transferred C's energy supplies to the Company as C was advised by the Company Representative that it was cheaper than C's current Company. However, C noted that a bill statement produced a larger monthly payment than C expected. C was also unhappy with the way the Company had handled the complaint.

The Company offered to transfer C back to C's previous supplier and a goodwill payment in recognition of the level of customer service received.

This resolved the complaint and no further action was required by the Ombudsman

1.51

C's old meter was changed by the electricity supplier, which resulted in a higher bill than expected. C requested an explanation from the company, but it failed to address C's concerns and the complaint was escalated.

It was informally agreed that the company would apply a goodwill credit to C's account, send C a revised bill, letter of apology and arrange a suitable payment plan.

1.52

C's partner was responsible for the energy bills and moved. C's partner informed Company of this and C became the deemed occupier. C disputed responsibility for the bills as C had given no details to the Company, nor asked it to supply the energy. C also disputed the accuracy of the bills as the reading when C assumed responsibility was estimated. Company failed to respond to one of C's letters of complaint.

The Ombudsman was of the opinion that C was the deemed occupier and responsible for the energy bills. In the absence of accurate changeover readings the Ombudsman accepted the estimates used. There were some shortfalls in customer service and the Ombudsman required Company to apply a small goodwill credit and offer a payment plan to C.

1.53

C changed bank details and gave their bank permission to change all of their Direct Debits to the new account. Company says it received no new bank details and as a result did not take any payments for several months. A large outstanding balance resulted and C agreed a payment plan with company. C decided to leave company and it sent C a final bill advising that it takes the full outstanding balance from their account. It did take the full outstanding balance but C believed that their was still in the payment plan. C incurred bank charges. Company agreed to return the full amount to C's account and cover the bank charges.

The Ombudsman was of the opinion that the company could have contacted C to confirm C's bank details. As it did not, this was considered a shortfall in customer service. The Ombudsman welcomed Company's offers of resolution but also required it to offer C a payment plan which took C's ability to pay into consideration.

1.54

C unhappy that the Company had sent incorrect final bill statements when C was to transfer C's energy supplies. C also unhappy with the way the Company had handled the billing problems and complaint.

The Company acknowledged problems ahead occurred and sent C revised corrected final bill statements and applied the relevant credits and refunds. The Company also apologised for the poor level of customer service and provided a goodwill payment.

This resolved the complaint and no further action was required by the Ombudsman.

1.55

C's account had been estimated for several years despite recent actual readings.

This led to an outstanding balance on the account and C required the backbilling Code to be applied.

The company refused to apply the Code as it stated it sent a correctly amended bill before the Code came into force.

The Ombudsman Service was of the opinion that this bill was not an accurate bill as proportionate prices were not applied until after the Code came into force. It therefore required the backbilling Code to be applied.

The Ombudsman Service also identified other shortfalls in customer service and required the company to: offer payment plan; ensure credit rating not affected; goodwill gesture and letter of apology.

1.56

C queried accuracy of bills. It appears SP did not use the readings provided by meter readers and continued to estimate C's billing. This resulted in C receiving inaccurate billing and making overpayments.

Ombudsman found that there had been shortfalls customer service. Inaccurate billing and overpayments could have been avoided had SP conducted an account investigation sooner and verified the readings it had taken. A goodwill payment was not required as SP had provided the appropriate resolution including a goodwill award.

1.57

C had an electricity and gas account with the Company. C provided the Company with an actual electricity meter reading, but the Company failed to provide an amended bill and instead sent a reminder for the previous estimated bill. In addition to this, the Company had also overestimated C's gas usage, which resulted in a large credit on C's account. C is unhappy with the length of time the Company retained a large sum of C's money.

The Ombudsman concluded that the Company had delayed sending out a revised electricity bill. However, C had not provided the Company with an actual gas meter reading, and clearly explained on the bills that C could provide an actual reading to have the account amended. C did not do this for a lengthy period of time which delayed the refund. The Ombudsman was satisfied that the Company refunded the overpayment in a timely manner. The Company was instructed to credit C's gas account with a goodwill gesture and send a letter of apology in recognition of the delay in issuing a revised electricity bill.

1.58

C moved into C's property and did not receive a bill despite providing meter readings. It was established that the site had been split into two properties but only one meter was supplying both properties. The Company provided details of the outstanding balance and advised C that C and the other property owner had to agree how this was to be paid. C remained unhappy with this and wanted the Company to provide an amended bill. C maintained that it was a civil dispute. C was also unhappy with the customer service provided by the Company.

The Ombudsman concluded that the balance did need to be split between the two owners and that this should be arranged as soon as possible to avoid any further debt recovery action. The Ombudsman also instructed the Company to agree that a payment plan could be set up once the two parties had agreed how the balance was to be split. The Ombudsman was also unable to determine whether the supply issue had been resolved and instructed the Company to contact C to explain what needed to be done to rectify this. The Ombudsman also decided that the Company had provided a shortfall in customer service due to the delay incurred in addressing the issue and was instructed to credit C's account with a goodwill gesture and send a letter of apology.

1.59

C received a bill from the Company which showed a large outstanding balance on the account. An appointment was arranged for a meter reader to verify the readings but the Company did not act on this. A further appointment was made but the engineer did not turn up so a further appointment was arranged and it transpired that the meter was faulty. The meter was replaced and all previous bills were cancelled and an amended bill issued. C made some payments to this but there still remains an outstanding balance. C has moved house and is no longer supplied by the Company. C has complained that a revised bill has not been issued and is concerned about C's credit rating.

The Ombudsman concluded that the Company had failed to arrange an appropriate engineer's visit and that due to the failed appointment it had to credit C's account with a Guaranteed Standards Payment. The Company was also instructed to credit C's account with a goodwill gesture for the delay in rectifying the situation, and to send a letter of apology. The Ombudsman also instructed the Company to provide an explanation of how it had calculated the amended bill following notification of the faulty meter, and to send a Statement of Account, and contact C to arrange a payment plan.

1.60

C considers that C has not been billed or charged correctly by the Company. C says that once C has exceeded the higher rate threshold in a twelve month period C was still being charged at the higher rate.

The Company explained that C was being billed and charged correctly and that it had change the way it calculates its bills when it implements a price change and that this is in line with its policy.

The Ombudsman considered that the Company had not provided C with clear and detailed explanations to C's queries, which resulted in C making numerous telephone calls and sending letters in order to address his concerns. The Ombudsman recommended the Company to provide C with a full and detailed response to C concerns clearly explaining its policy and view. The Ombudsman also required the Company to apologise and provide a goodwill payment in view of its insufficient and poor explanations

Billing – Quality of Customer Service

1.61

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1.62

C received a large bill from the energy supplier and initially it seemed to be a debt that had accrued for some years. C complained to the company, but it maintained that the balance was owed.

It was informally agreed that the company would apply a large goodwill credit to C's account to cover the disputed amount, plus an amount for the shortfall in customer service. It was also agreed that C would be sent a letter of apology.

1.63

C received a bill as a result of the non recalibration of a pre payment meter following a change of address. C initially agreed to repay this debt over a period of time but, because of what they considered to be other failings on behalf of the company, later decided not to pay this and refer the complaint to the Ombudsman for an independent decision.

The Ombudsman felt that there was no evidence to suggest that the company had ever advised the customer of the price increases, the accruing debt, or tried to gain access to recalibrate their meter. The Ombudsman required the company to write to C, apologising for the shortfall of customer service exhibited and for any inconvenience incurred as a result. The company was also required to clear the debt and refund any payments already made by the customer in order to clear the same.

1.64

C's meter readings were transposed, and when the readings were corrected, it was found C had been undercharged.

Although the company applied the spirit of the Code of Practice for Accurate Bills, it still incorrectly billed C due to a faulty time switch.

The Ombudsman Service consider that backbilling Code should be applied, but requested that the company back bill 12 months from the time the time switch was replaced and an amended bill was sent.

The Ombudsman Service also identified further shortfalls in customer service and awarded a goodwill gesture and a letter of apology. It also requested that the company to offer a payment plan and Energy Efficiency Advice.

1.65

C received notification that the Direct Debit payments were to be increased. As C did not feel this was correct and no noticing that previous statements had been billed on estimated readings, C contacted the company asking it to take an accurate reading. An appointment was made and a reading obtained. C awaited an amended statement

however C received letters from a Debt Collection Agency demanding payment. The company later issued an amended account after several more readings were obtained showing a large credit balance. C asked the company to refund the credit on the account however C heard nothing further. On contacting the company again, it confirmed that no refund would be given as it could not validate the reading taken. C provided a further reading to the company and it agreed to re-bill the account. On receiving the next statement, the bill showed a large outstanding balance. C noticed that the company had incorrectly inputted the reading provided. C later provided a photograph of the meter and the company later agreed that the actual readings and customer readings had been correct. An amended statement was issued showing a large credit balance.

The Ombudsman concluded that there had been a delay in issuing a correct statement and required the company to issue an apology, refund the credit balance and to offer a goodwill payment to reflect the delays and the inaccurate invoices.

1.66

C transferred suppliers and provided meter readings to both previous supplier and the company.

C later found out that the account was still not set up and was provided with no explanation for the delay.

The Ombudsman Service considered that although the company had made various enquiries with the third party, it was of the opinion that the company should have escalated the matter to someone higher up the chain of command sooner.

The Ombudsman Service also identified further shortfalls in customer service and required the company to escalate the matter to ensure no further delay in setting C's account up; backdate dual fuel discount and DD discount; payment plan; goodwill gesture; letter of apology and explanation for the delay.

1.67

C complained to the company after receiving a large electricity bill. C outlined that they had been their own readings for some time following contact from the company about meter reading inconsistencies. Each time C confirmed they had a six dial meter, but the company asked for only the first five digits. This was incorrect as the company should have taken a six digit reading. This led to undercharging, and when the meter information was corrected, the large bill was received.

It was concluded that C had received poor customer service and incorrect advice throughout.

The company reviewed this matter and decided to reduce the bill in line with the Billing Code. C remained unhappy but paid the outstanding balance under duress.

It was concluded that the company had acted correctly by reducing the balance after noticing the error. As there was no evidence to suggest the charges were not a true reflection of C's consumption, it was considered appropriate for the company to expect full payment of the reduced balance.

No further action was required.

1.68

C's bills were estimated for several years. Company did take a reading during those years, which it failed to use as it did not follow on from previous estimates. When an accurate reading was used to bill the account, there was a large outstanding balance. C complained and Company offered a payment arrangement but no agreement was reached.

The Ombudsman was of the opinion that Company should have confirmed the reading it had taken rather than rejecting and required Company to:

- remove all outstanding charges for the period prior to the accurate reading it took but failed to use;
- send a letter of apology; and
- offer a payment plan for the outstanding balance, which took C's ability to pay into consideration.

1.69

C asked for a prepayment electricity meter to be exchanged for a credit meter. Company took some time to install the meter and despite several contacts from C did not set up a Direct Debit. Company claims it was waiting for information about the meter exchange before it could update the details on its system and start billing the account.

C complained that Company had taken double Direct Debit payments for a gas account. Company sent a refund to C, which it later claimed to have sent in error from the prepayment account. As a result, there was a final balance for the prepayment meter account.

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

- apply a credit to C's accounts;
- contact C to offer a payment plan, which took ability to pay into consideration;
- send C statements for all the accounts; and
- send C a letter of apology.

1.70

C's token prepayment meter had not been recalibrated for over two years, which led to an outstanding balance on the account.

The company applied its own policy on debt caused by recalibration.

The Ombudsman Service considered that the company should follow Ofgem's Statement of good practice of writing off debts where meters have not been recalibrated for two years; where the debt has been accruing over this period and where the company has had reasonable access to check the meter.

1.71

The Supplier supplied dual fuel services to C. A high bill was sent to C for the electricity along with a credit showing on the gas account. The bills were adjusted from C's readings and further bills sent. C continued to complain and the Supplier made the necessary bill adjustments. C queried whether the bills were correct and said they were confusing. C asked for a meter accuracy check as since a gas meter change the bills had been a lot higher. The Supplier agreed upon agreement to pay by C. C did not return the forms of consent and the Supplier maintained the accuracy of the latest bills saying it would offer a repayment plan and a goodwill gesture. C refused and the matter became deadlocked.

The Ombudsman considered that the consumption did not appear high but following a move the meter was to be checked for accuracy at no cost to C to ensure it was reading accurately and the accounts were not being confused. The Ombudsman considered that it had failed to review the account to update C's monthly payments and this was a failure in customer service. It was to apologise for this and credit the account with the goodwill credit offered as this was considered generous and re-offer the repayment plan.

1.72

C advise they have received a large bill which they dispute. C also complains of unanswered letters. The company advises the meter has been tested and no fault has been found; the bill is the result of C not making payments to cover their usage.

The Ombudsman found the company had under estimated C's usage for a period of just under two years. The bill was found to be correct. The company was required to offer C energy efficiency advice and a payment plan. It was found the company had not responded to C this was considered a shortfall in service. The company was required to apologise and award a gesture of goodwill in recognition of this.

1.73

C says that after making payments to a supplier for almost three years, they was advised that it was not her supplier. As such, C requested the company that was C's supplier set up an account. This took over two and a half years, and, when it was done, the company billed C for one year only in accordance with the Billing Code. C was

unhappy with this and considered the billing should start from the date the account was set up.

The Ombudsman considered that the company had acted correctly in applying the Billing Code and did not require the balance to be reduced as requested by C. It did, however, consider the length of time taken to set up the account to constitute a shortfall in customer service and, as such, the company was required to apologise to C and make a goodwill payment for this. The company was also required to agree a payment plan with C, taking into account C's ability to pay and to confirm that the matter had had no adverse affect on C's credit file.

1.74

C transferred supplier but this was done erroneously as only one of two MPANs were taken. C then received a bill from the original supplier (the company) for the entire period. This bill showed a balance which C queried as a prepayment meter was installed. The company said it was unable to locate C's payments to the other supplier which has created the balance on the account. The company maintained the charges were due for payment by C but C continued to query this.

The Ombudsman was satisfied that the company was correct in billing C for the whole period in accordance with the Erroneous Transfer Charter. It considered C was responsible for proving payments had been made as the company had taken reasonable steps to locate this itself without success. If this could be proved, the Ombudsman required the company to apply an equivalent credit to C's account. The company was also required to re-bill C as the original bill included consumption after C had left the property. In addition to this, the Ombudsman considered that, as the company knew about the problem halfway through C's supply being provided by the other supplier, it could have issued C with its own payment card at that stage, alleviating some of the problems being experienced now. In view of this, the company was required to apologise to C and make a goodwill payment.

1.75

C noticed that C had been charged more kWh at the higher tariff rate than what was published by the company.

The company explained that this method of billing had to be temporarily suspended for several months to update its billing system. This would mean that C would have been charged more kWh at the higher rate. To compensate, the company reduced the lower rate tariff.

The Ombudsman Service calculated that by reducing the lower rate tariff the overall bill for the year in question would have equaled it self out.

The Ombudsman Service considered that the lack of information provided to C at the time was a shortfall in customer service and required the company to offer a goodwill gesture; letter of apology and provide C details of how C could calculate the bill.

1.76

When C was transferred back to C's supplier under the Erroneous Transfer process, C noticed that the address and meter number was incorrect and that the readings were the wrong way round.

C notified the company on several occasions, however, the company failed to correct the errors for several months.

The Ombudsman Service considered that the company should send C a correctly amended bill to show the readings the correct way around and if there is an outstanding balance on the account to offer C a payment plan.

The Ombudsman Service also identified further shortfalls in customer service and required the company to make a goodwill gesture and send a letter of apology.

1.77

C received a bill from the Company late due to a postal strike and, as a result of the late payment, the company had already instigated actions to chase for that payment and added charges to the account. This resulted in C received letters from a Debt Recovery Agency. C complained to the Company and it agreed to credit the additional charges and also offered C a goodwill gesture, but C remained unhappy and the matter reached deadlock.

SP provided no case-file for investigation but it was clear that, as a result of the postal strike, C's bill and subsequent payment were also late. Nevertheless, although it was acknowledged that this will have caused C some distress and caused the complaint, it was also considered that the Company could have had no control over the bill being delivered late. In any event, it was clear that the Company had taken actions to credit any additional charges and also compensate C and these actions were considered to be appropriate. However, it was also proposed for the Company to confirm no information had been passed to C's credit history.

1.78

C's account was mistakenly shut down for over four years by the company. C says they were unaware of this until a bill was received for back charges. The company applied the Billing Code but felt C should pay for the remaining balance. C remained unhappy with this.

The Ombudsman considered that the company had acted reasonably in applying the Billing Code but, as a correct bill was not issued until some time after the first, required the company to re-bill C taking this into consideration. The company was also required to apologise for the shortfall of customer service it had exhibited and make a goodwill payment to C for this.

1.79

C received a large bill and was advised by the company that this was because none of the readings C had provided had been used. The company said that this was because the readings provided by C and its meter readers were too high compared to the estimated readings it had been using.

The Ombudsman considered that the company should have investigated this matter when it first became apparent. It required the company to act in accordance with the spirit of the Billing Code and re-bill C's account for one year only and agree a payment plan with C, taking into account their ability to pay. The company was also required to apologise to C for the shortfall of customer service provided, although the Ombudsman was satisfied with the level of payment already made to C in respect of this and did not require a further payment to be made.

1.80

C disputed charges rose by the Supplier and stated that the meter was faulty. The Supplier stated that the charges were correct and offered a meter accuracy test which C refused. The Ombudsman found that the charges raised were correct and due to C leaving a pilot light on when the house was un-occupied. C was not shown a level of service normally expected.

The Ombudsman required the Supplier to make a goodwill gesture payment, by cheque, for time spent chasing the complaint and goodwill, send C a recent breakdown of the account, arrange for a meter accuracy test to be carried out at no expense to C, and send a letter of apology for the service shortfalls highlighted in the report.

1.81

C received a final bill when the account was closed and was issued with a refund by the company as this showed a credit balance. C then received another final bill 13 months later showing a debit balance. The company said this was because it had recently received an amended reading from C's new supplier which, when applied, made it apparent that the opening reading on C's account was also incorrect. The company had applied a small goodwill credit to C's account but C wanted the whole amount to be cleared.

The Ombudsman was of the opinion that the company had provided a shortfall in customer service by not advising C that there was a dispute on the account. The Ombudsman also considered that, if the company thought there was a problem with the readings it should not have issued C with a final bill or a refund and considered it unreasonable for it to claim payment 13 months later. As such, the company was required to apply a goodwill credit to C's account to clear the balance in full, apologise to C for the customer service shortfall and confirm that C's credit rating had not been adversely affected by this as C had raised concerns that it might.

1.82

C transferred to the company however C was not issued with an account number and was therefore not able to pay for the electricity consumed. The company also advised C that it was not possible to have the tariff that C had signed up for via the internet as C had an Economy 7 meter which C later discovered was incorrect.

Following the Ombudsman's request for a case file, the company contacted C and agreed that that an account would be set up and the meter details updated, a start reading would then be agreed and a goodwill payment would be discussed.

5.0 Billing - Inaccurate Invoices

5.1

C is unhappy that the Company billed C on estimated readings for a long period of time even though actual readings were obtained and when it corrected the problem, it produced a large outstanding balance on C's account.

The Company acknowledged that it continued to bill C's account to estimated readings even though it had obtained actual readings. It suggests that this was the actual readings were excessive and not in line with the start reading. In recognition, the Company applied the Billing Code reducing C's outstanding balance.

Whilst the Ombudsman considered it was reasonable of the Company to adjust the Billing Code, it was unclear how this adjustment had been applied. In light of this, the Ombudsman asked the Company to check that it had applied the code correctly in line with what the Ombudsman considered was correct. Furthermore, the Ombudsman asked the Company to arrange a site visit and obtain an actual meter reading to ensure that C's account was correctly up to date.

Furthermore, the Ombudsman recommended a goodwill payment and a full apology for the inconvenience caused and the shortfalls in customer service.

5.2

C had electricity via a pre-payment meter. The Supplier under-billed on the account for a long period due to incorrect meter information.

The Ombudsman required that the Supplier reduce the balance on the account to address this and to send the C a written apology. It also required that the Supplier install a credit meter in C's premises.

6.0 Billing - Inaccurate Meter Reading

6.1

C considered that the Company continued to bill C for a long period time using estimated readings when C had provided the Company with actual readings throughout this period.

The Company considered that C had not helped the Company in obtaining actual readings and therefore it did not have to apply the Back Billing code and therefore could demand payment for this period.

The Ombudsman noted that the Company had obtained actual meter readings from C and Data Collectors throughout the disputed period but had not used these readings to bill C's account. In light of this the Ombudsman considered that the Company should apply the Spirit of the Back Billing Code and therefore only back bill charges for the previous two years. The Ombudsman also considered that the Company should have investigated the problems with C's readings sooner and therefore recommended a goodwill payment for these shortfalls in customer service.

Billing – Inaccurate Invoices

6.2

C's electricity meter was changed from a token meter to a key meter. C then received a large bill from the company. C queried the bill and was informed that token meter had not been recalibrated to reflect price increases. The company also requested that C provided meter readings, C rung the company to advise that actual readings had been taken. The company acknowledged that actual readings had been taken but not used to bill C. The company then re billed C on several occasions as it did not use the correct start readings. The company provided C with a goodwill credit but C remained unhappy.

The Ombudsman concluded that C had experienced a shortfall customer due to the delay in sending a correct bill, failure to recalibrate the meter and failure to use actual meter readings. The Ombudsman decided that the company should issue C with an apology, goodwill payment and offer C a payment plan taking into account C's ability to pay.

6.3

C is unhappy that the Company re-billed C's account as it was billed C on an incorrect tariff and as a result C was left with a large outstanding balance. C also considers that C requested a payment card and a credit meter but that C has had no success from the Company.

The Company acknowledges that it should have updated C's records in a timely manner, but considered that it had acted fair by reducing the amount of debt on his balance.

The Ombudsman considered that the Company had not obtained an accurate meter reading for a considerable length of time and was concerned with the way it had re-billed C's account. In light of this, the Ombudsman required the Company to re-bill C's account over a shorter period of time and offer a suitable payment plan.

Furthermore, the Ombudsman noted that the Company had not dealt with C's request for a payment card or a credit meter, which was considered to be a shortfall in customer service. In view of this, the Ombudsman decided to award C a good will payment and an apology for the inconvenience caused.

Billing – Inaccurate Invoices

11.0 Billing - No Bill Received

11.1

C is unhappy the Company had not set up C's dual fuel account and this resulted in C receiving a large balance on C's electricity account when the Company rectified its mistake.

The Company apologised for the level of service received and provided a goodwill payment in recognition of this. This was accepted by C and no further action was required from the Ombudsman.

11.2

C unhappy that the Company had not issued a Final electricity bill. C explained that it issued the final gas bill but not the electricity. C advises that numerous requests for the final bill were made but no bill was received. C is unhappy with the way the Company had also dealt with C's complaint.

The Company apologised for the service C had received and confirmed that it would send the final bill statements, along with a goodwill payment.

The action taken from the Company resolved the complaint and no further action was required by the Ombudsman.

11.3

C is unhappy that the Company had delayed the start of C's gas supply and that C had to wait a considerable time before a bill was issued, which resulted in a large outstanding balance.

The Company acknowledged that C's gas supply could have been transferred sooner and apologised that C had not received a bill for a considerable length of time. In view of this, it offered a goodwill payment and obtained actual readings and issued correct accurate bill statements.

The action taken by the Company resolved the complaint and no further action was required from the Ombudsman's.

11.4

C didn't receive a bill for a long period of time and was not happy with the large bill produced as a result of it. C complained to the Company.

The Company confirms that it did provide bills for this period and has offered C a payment plan.

The Ombudsman considers the offer reasonable under the circumstances but requires a goodwill gesture a letter of apology and a payment plan that takes into consideration C ability to pay.

13.0 Billing - Payment Method

13.1

C is unhappy that the Company had taken an increased Direct Debit payment from C's bank account with being notified of this.

The Company acknowledged and apologised for the problems regarding the Direct Debit and as a goodwill payment provided C with the amount that was taken from C'S account in error.

The action taken from the Company resolved the complaint and no further action was required from the Ombudsman.

13.2

C complained that the Company increased C's payments due to an error with the account being closed. C complained that the Company then failed to re-assess C's account and so a credit balance accumulated. C requested a refund of credit but complained that the Company failed to provide this for two months. C complained that because of the delayed refund credit C was charged more by insurance company for paying in installments. C had wanted to use the refund credit to pay insurance in one lump sum. C requested that the Company refund C with this amount. The Company said it had refunded C within 28 days of C's request.

The Ombudsman said that the issue of the account closure in error and the balance that accumulated because of this error, occurred prior to the Ombudsman's commencement. This issue was therefore outside the Ombudsman's jurisdiction. The Ombudsman said that the evidence showed that the Company had refunded C within 28 days of request and this was viewed as acceptable. The Ombudsman could find no justified reason why the Company should award the compensation C requested. The Ombudsman required the Company to award a nominal goodwill payment in recognition of C's call and postal costs.

13.3

C is unhappy that the Company had taken an increased Direct Debit payment from C's bank account with being notified of this.

The Company acknowledged and apologised for the problems regarding the Direct Debit and as a goodwill payment provided C with the amount that was taken from C's account in error.

The action taken from the Company resolved the complaint and no further action was required from the Ombudsman.

14.0 Billing - Quality of Customer Service

14.1

C moved out of property and complained that several months later started to receive bills for usage after C moved out. C contacted the Company and an amended bill was provided. C however disputed the usage charged for the final months. C sent letters to the Company but remained dissatisfied with its response. The Company said that C did not inform it that C had moved out. The Company therefore amended the account and produced a final bill. The Company said that C had been billed correctly.

The Ombudsman examined the information provided and was concerned with the final bill and the units charged for the final months. This showed that C's average usage was 30 units yet previous usage was 21 units, Furthermore C had used gas for heating at the property and so the Ombudsman could not see why C would be using more electricity during the winter months, as the bill indicated. The Ombudsman required the Company

to amend the final bill, provide C with a goodwill payment, arrange a payment plan and send a letter of apology.

14.2

C complained that they were told there was a credit on their account. C asked for a refund, but did not receive one. The company then sent a letter claiming that C owed a large balance. After querying this C was told they had been charged at the wrong rate and that some bills had been estimated. C maintained they had paid all relevant bills on time and complained that they had also been receiving debt collection letters and threats to terminate the supply. The company reviewed C's account and decided to withdraw the outstanding balance and issued a goodwill gesture.

14.3

C left the company as a customer and contacted it about a credit balance that remained. C stated they never received this credit. The company stated it had not received readings from the new supplier but these were supposed to have been sent. C wanted a finalised account and a closing bill plus any refund still owing. The company eventually reviewed C's account, discovered there was still a credit due, produced a refund and a cheque as well as providing a goodwill payment for the delay and inconvenience.

14.4

C complained about a long delay in getting a meter exchanged for their property. C contacted the company, but it failed to complete the action required before C complained to the Ombudsman. Following this, the company resolved the meter issues, got an accurate reading from C and produced a bill.

C was happy that their complaint had been successfully resolved.

14.5

C contacted the Company to confirm C had taken ownership of property. C was asked to fax confirmation as previous occupier account had a large debt. C did this but heard nothing further from the Company. Several months later C's electricity supply stopped working and C discovered that a pre-payment meter had been installed. C had problems obtaining credit. C requested compensation for the service received and two days lost work. The Company said it did not receive C's fax and so follow up on the account continued. As a result the meter was changed to a pre-payment meter. The Company said it had now resolved this and installed a credit meter and also offered C a goodwill payment. C had declined this offer.

The Ombudsman said that C provided evidence to show that the fax was sent to the company. The Company's failure to act on the fax was viewed as a service shortfall. The Ombudsman was also concerned that the Company did not even try to contact C before

installing the pre-payment meter. As a resolution, the Ombudsman required the Company to increase the goodwill and send a letter of apology.

14.6

C complained that the Company failed to recalibrate pre-payment meter. C complained that the Company delayed setting up the Direct Debit. C complained that the Company provided conflicting information. The Company said that C had been billed correctly and in recognition of the service received it had credited the account with a substantial goodwill payment.

The Ombudsman said that the Company had already addressed the pre-payment meter issue and so no further action was required. In relation to the delay in setting up the Direct Debit, the Ombudsman explained that the Company had to wait for the meter operators to confirm the new meter before the credit account could be set up. After review of the information provided, the Ombudsman was satisfied that the Company had compensated C. The Ombudsman required no further action other than for the Company to contact C to discuss future usage and payment.

21.0 Transfer

21.1

C has been a customer of the company for some time. C later tried to transfer the supply to another company. The new company advised C that the supply had been with itself for the entire period and that the company should never have taken the supply. The company later advised C that there was two meter numbers registered to the property and that it had only taken over one of these. The company agreed to transfer the supply back as an erroneous transfer however there was delay in doing this as the request was rejected by the other company. This was however later accepted and the company agreed to refund all payments made back to C.

The Ombudsman concluded that the company had made an error on transferring the supply and required the company to issue an apology, confirm that the account was now closed and that all payments had been refunded back to C and to offer a goodwill payment for the error.

21.2

C's gas supply was erroneously transferred to another company without consent. The company apologised that there was a lengthy delay and provided an explanation why this occurred.

The Ombudsman required the company to provide an apology for the shortfall in service levels and in recognition apply a goodwill credit; and to contact C for a meter reading so that the account can be billed accurately.

21.3

C requested to switch to a new Company for C's electricity but the Company objected as two MPAN's were registered at the property. The Company had removed the second meter but forgot to ensure that their records were update. This was rectified and C requested to transfer but the Company objected due to an outstanding balance on the account. C was unhappy as the Company had agreed to place a hold on the account while the matter was being investigated. C also received a letter from a Debt Collection Agency despite the hold on the account.

The Ombudsman concluded that the problem C experienced with transferring supply was due to the Company failing to arrange for their records to be updated. The Ombudsman welcomed the Company's proposal to do a price comparison and credit C with any potential saving C had missed out on. The Ombudsman also instructed the Company to ensure that C's details were removed from the Debt Collection Agency's records and confirm that C's credit rating had not been adversely affected. The Ombudsman also considered that the Company had provided a shortfall in customer service and that the Company should credit C's account with a goodwill gesture.

26.0 Transfer - Incorrect Billing

26.1

C transferred her supply away from the company. When C received the final bill it used an incorrect reading. C contacted the company on numerous occasions to dispute the reading but was advised by the company that it could not be changed until confirmation of a new reading was received from C's new supplier. The company has provided C with an explanation of the bill and applied a goodwill payment to C's account to clear the outstanding balance.

34.0 Transfer - Quality of Customer Service

34.1

C transferred to a Company B. The previous supplier, Company A, identified that the Company B had only taken over one of C's MPANs. It made a request to Company B for the supply to be returned to it as an Erroneous Transfer. Company B agreed to this, and the supply was returned to Company A. Company A billed C as if the supply had never left it, and Company B refunded C for payments made to it. C disputed the re-

billed charges. C transferred away from Company A, but subsequently contacted it, and asked to be returned to it. A further Erroneous Transfer request was made and C's supply transferred back to Company A. C received a bill, but disputed the charges.

From the information provided, the Ombudsman did not consider Company A had acted or charged C incorrectly. The Company was not required to take any further action.

34.2

C complained that C transferred supply to another Company yet the Company so was with previously continued to take monthly payments by Direct Debit. Although C had received a refund, C requested a full explanation and apology.

The Company, upon receipt of the case file request, contacted C and offered it apologies and explanations. The Company also awarded C with a goodwill payment.

34.3

C complained that the Company in error transferred C's supply to it. C attempted to transfer back to preferred Company but these attempts were blocked by the Company. C was then informed that the Company had in error not taken over C's supply but another flat in the building.

The Company upon receipt of the case file request contacted C and provided a resolution. The Company confirmed that C would not be charged for any usage and it also awarded a goodwill payment.

45.0 Sales - Erroneous Transfer

45.1

Erroneous Transfer took place. C had not consented to a transfer of her supply. SP apologised and assured C that it would transfer C back to original provider.

Ombudsman found that there had been a shortfall in customer service. A goodwill payment was proposed.

45.2

C had gas and electricity supplies switched to the Company without C's authority to do so. The Company arranged for an erroneous transfer back to the original supplier which was completed, however, C received bills, reminders and disconnection notices from the Company.

The Ombudsman was satisfied with the length of time it had taken for the supplies to be erroneously transferred but did not consider that the Company had acted in accordance with the Erroneous Transfer Customer Charter. The Ombudsman also believed that the Company should have placed a hold on the account when the erroneous transfer was requested which would have avoided C being sent bills. The Ombudsman also decided that the Company had provided a shortfall in customer service to C and that it should make a goodwill payment and send a letter of apology.

48.0 Sales - Mis-selling

48.1

C transferred supplied to the company after C was told by the sales advisor that the company was cheaper than C's previous supplier. When C received the first bill the company had doubled C's payment. C claimed the company had mis-sold its contract and wanted it to revert to the previous charges. In addition, C claimed the company had refused to honour discounts offered by the advisor.

The company admitted the mis-selling and had offered to return C's supply to the previous supplier. C had refused this but had then transferred supplier independently. C had paid all bills and the account was closed. The company advised the offers had expired but offered to make the payments anyway.

The Ombudsman was satisfied that the company had acted correctly in agreeing to the mis-selling. As C had refused the transfer as it correct procedure, the Ombudsman did not consider the company should take any further action in this respect. The Ombudsman considered that the sales advisor had advised C of the expired offers to constitute a customer service shortfall and required the discounts to be applied. In addition, the company was required to make a further nominal payment for failing to respond to C's correspondence and apologise for the problems encountered by C.

48.2

C transferred C's energy supplies to the Company as C was advised by the Company Representative that it was cheaper than C's current Company. However, C noted that a bill statement produced a larger monthly payment than C expected. C was also unhappy with the way the Company had handled the complaint.

The Company offered to transfer C back to C's previous supplier and a goodwill payment in recognition of the level of customer service received.

This resolved the complaint and no further action was required by the Ombudsman

48.3

C transferred C's gas and electricity supplies to the Company based on monthly payments C had been quoted. After 12 months C received a bill which showed a large outstanding balance and the Direct Debit had increased substantially. C wanted the Company to reduce the payments to an acceptable level as was originally quoted.

The Ombudsman concluded that it was unable to comment upon the potential mis-selling issue as this occurred prior September 2007. The Ombudsman did note that there was some dispute over goodwill gesture and asked the Company to either credit this to the account or provide evidence that it had already done this. The Ombudsman instructed the Company to obtain current meter readings and issue an up to date bill and contact C to arrange a payment plan. The Ombudsman decided that the Company had provided a shortfall in customer service and instructed the Company to credit the account with a goodwill gesture and send a letter of apology.

49.0 Sales - Quality of Customer Services

49.1

C had an outstanding balance on the account and it had been agreed that the company would attend to fit a prepayment meter. Four appointments had been made for this, one of which was cancelled and the other three missed. C wanted the meter fitting and a previously agreed rate of collection applying to it. The company did not submit a case file and therefore did not provide its opinion on the matter.

The Ombudsman considered that the company should make payments in accordance with its service standards for the missed appointments and arrange for the meter to be installed without further delay as agreed. In addition to this, the Ombudsman was of the opinion that the company had exhibited a multitude of customer service shortfalls as it had continued to send payment reminders whilst the problem was ongoing. As such, the company was required to apologise and make a further goodwill payment for this. In addition, the company was required to remove any charges applied to C's account as a result of the payment reminders and confirm that C's credit file had not been adversely affected as a result of this.

49.2

C paid a bill twice in error. C had been asking the company to refund this for six months without success. Some of C's correspondence went unanswered. C wanted to receive the refund and be compensated for the poor customer service. The company said it was unable to locate the second payment, despite C having provided a bank statement highlighting this, but agreed to the refund anyway. It also proposed a goodwill payment was made for the delays.

The Ombudsman was satisfied with the offer made by the company and required the company to make this in addition to offering an apology for the customer service shortfalls exhibited.

