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1.0 Billing

1.1

C advises they moved into their house and did not receive a gas bill until seven months later. The Supplier has used an incorrect start reading. C had lost the record they had of the start reading but their usage seemed excessive and so disputes it. C also complains of non returned calls and unanswered letters. The Supplier advises the start reading was provided by the previous occupant and on production of evidence of the start reading will re-bill C's account.

The Ombudsman found that C had provided the Supplier with readings over a seven day period and the units used were much less than what C had been billed for. It was considered likely the start reading used was incorrect. The Supplier was required to re-bill C for the disputed period using an average of their units. It was found the Supplier had not called back C when agreed or answered their letters. This was considered a shortfall in service. The Supplier was required to apologise and award a gesture of goodwill in recognition of this.

1.2

C did not receive billing for over a 12 month period and was then presented with a large bill. It was agreed that there had been poor customer service and The Supplier provided a goodwill gesture which was considered appropriate. It also offered a payment plan but did this without ensuring that the payment plan offered was affordable.

The Supplier was required to provide a letter of apology for the poor customer service experienced in this matter, to provide a bill reflecting back billing for a 12 month period only from August 2007, to demonstrate that the previously provided goodwill gesture had still been provided when reaching the total back billed and to contact C to discuss and arrange an affordable payment plan which should then be confirmed in writing.

1.3

C complained that the supplier sent a large arrears bill and maintained that the debt was due after C complained. The supplier did not immediately investigate the complaint thoroughly and so provided incomplete and incorrect advice. C then complained to energywatch and the Ombudsman. The supplier then investigated more fully and diagnosed the problem for C. It offered to reduce the arrears and make a goodwill payment.

The Ombudsman considered there had been poor customer service for C and that the back billing code should apply that would mean only twelve months arrears would be billed following a catch up bill being calculated. The supplier was also required to make an apology and provide an additional goodwill payment.

1.4

DOMESTIC CUSTOMER - PRE-PAYMENT METER/DISPUTED CHARGES

The complainant requested supply but failed to pay bills. The Supplier tried to contact the complainant but was unable to do so. Supplier then obtained rights of entry to fit prepayment meter [PPM], but was again frustrated by the complainant not being at home. Supplier finally fitted PPM, but this proved faulty and three keys failed to work. Supplier safeguarded the complainant's supply and arranged for new meter to be fitted, but the meter contractor failed to attend and new meter was finally fitted six weeks later.

Supplier's manager offered a goodwill payment to both electricity and gas accounts despite gas not being disputed. However, the complainant rejected the goodwill offer. The Ombudsman found that the complainant had had electricity supply safeguarded at all times, but that compensation for missed appointment should have been made along with the failures about the first PPM and three keys. The Ombudsman found that as the complainant had rejected supplier's offer supplier was not bound to maintain original offer. The Ombudsman rejected the complainant's claim for additional goodwill as unreasonable.

1.5

C moved into a new property and asked the Supplier to provide both gas and electricity to the property. There was a delay in setting up the account and when the account was set up, the Supplier took over the incorrect meter number. This was not resolved until some time later when a new account was set up. The Supplier continued to take payment for the old account. During this time C also experienced problems with the bills and the Supplier agreed that readings did not appear to fit previous consumption. The Supplier was taking the incorrect Direct Debit payments from C's account. C also continued to receive separate bills for gas and electricity instead of the dual fuel that C had signed up for. The Supplier did eventually resolve the billing issues, refunding payments taken for the old account.

The Ombudsman concluded that there has been a shortfall in customer service and required the Supplier to issue an apology and offer a goodwill payment for the delays in resolving the issues and the inconvenience this had caused C.

1.6

C received a bill containing a reading from C's neighbour's meter. C contacted the Supplier and was advised that the meter would be checked and the bills amended accordingly. C heard nothing further and was told again that the meter would be checked. The meter was later examined but C received further bills showing the incorrect meter number. C then started receiving demands for payment. C continued to complain asking the Supplier to correct the bills.

Following the Ombudsman's request for a case file, the Supplier issued a corrected bill to both C and C's neighbour and credited C's account with a goodwill payment. The Ombudsman received confirmation from both parties that the complaint was resolved.

1.7

The supplier failed to act on C's request to rectify MPRs registered to the address. The supplier obtained a warrant and exchanged the meter for a prepayment meter without notifying C. The supplier admits its mistake and provided a goodwill gesture for entering the property. The Ombudsman considers the supplier failed to provide an adequate level of customer service on this case. In summary the Ombudsman requires the supplier to ensure appropriate action had been taken to inform National Grid of C's correct meter details and reference number; ensure the meter exchange details are updated on its system;

The Ombudsman asked the supplier to provide a detailed explanation to each of the issues raised in C's letter of complaint with particular reference to the people who entered the property; make a further goodwill gesture in recognition of the customer service issues raised when pursuing the complaint; and issue a formal letter of apology.

1.8

C received a large invoice from The Supplier and disputed it. The Supplier explained that the bill was correct and that it was due to a meter change which affected the billing cycle. It was found that The Supplier was correct to charge C and that C should meet the charge for usage made. The Supplier did offer a goodwill gesture for any misunderstanding.

The Supplier was required to make a goodwill gesture credit against the outstanding balance, provide a breakdown of the charges it has levied on the account fully explaining the credits/debits and send a letter of apology for the service shortfall highlighted in the report.

1.9

C advises they did not receive their bills and considers the Direct Debit guarantee has been broken. C also complains of missing bills and poor customer service. The supplier advised bills had been sent and so not in breach of its Direct Debit guarantee. The supplier offers a payment plan to pay the balance and future consumption off.

The Ombudsman found the supplier not in breach of its Direct Debit guarantee. The supplier was required to supply copy bills, maintain its offer of a payment plan and apologise for shortfalls in customer service. An award was made in recognition of this.

1.10

C complains that their meter has not been read for a period of more than two years which has resulted in a large bill and complains of poor customer service. The supplier advises a payment plan and reduction in the bill has already been offered but acknowledges shortfalls in customer service.

The Ombudsman required the supplier to maintain its offer of a payment plan and considered the goodwill offer already made by the supplier adequate in addressing this. The Ombudsman required the supplier to apologise for shortfalls in customer service.

1.11

C moved supplier and on receiving the final bill found that there was a large outstanding balance on the account. The Supplier advised that at the time of the transfer, there was an issue relating to a reading obtained after a meter exchange and that this had caused the large balance. The Supplier continued to investigate the readings and eventually amended the bill some time later reducing the balance however due to some underestimation of the account, there was still an outstanding balance.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, offer a goodwill payment to reflect the errors and the shortfall in customer service, clear any previously unbilled charges prior to one year from when the amended bill was produced and to offer a suitable payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

1.12

C was incorrectly billed due to estimated readings. It was a long time before the Supplier agreed to re-bill C's account on actual readings. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Supplier was required to re-bill C's account on actual meter reads and make a goodwill payment. The Supplier was also required to write a letter of apology.

1.13

C says they received a large bill. When this was queried it emerged that C had been incorrectly charged for a period of two and a half years. C wants compensation for the stress this has caused. The supplier acknowledges its error but advises C had already been awarded compensation in relation to this matter. It had also offered C a payment plan.

The Ombudsman found the compensation already awarded to C sufficient in addressing the shortfalls in service C had received. However, the Ombudsman required the supplier to maintain its offer of a payment plan and apologise for the service shortfalls C had experienced.

1.14

C received bills addressed to another customer including notification of legal action. C says it took five months for their Supplier to resolve the issue. C would like compensation for the problems they experienced. The Supplier advises that it has rectified the incorrect details on C's account and already credited the account with a gesture of goodwill in recognition of the problems they experienced.

The Ombudsman found that C's queries had been resolved now and considered the goodwill gesture was sufficient in addressing the service shortfalls C has experienced. C had been sent notification of legal action in error. The Supplier was required to ensure C's credit file has not been adversely affected by this matter and apologise for any inconvenience this matter has caused.

1.15

C advises their Direct Debits were incorrectly cancelled by their supplier and then they received a large bill. C has also been informed they have a key meter which is incorrect; they have a credit meter. The supplier acknowledges it incorrectly stopped C's Direct Debit and has incorrect meter details held on C's account. The supplier proposes that it will rectify the errors and produce an accurate bill. It further proposes a goodwill gesture in recognition of the errors with C's account.

The Ombudsman found that the supplier had been aware of the errors with C's account but six months on the errors had still not been rectified. This was considered a shortfall in the service C received. The supplier was required to update C on a weekly basis as to when the account would be correctly amended and award a gesture of goodwill in recognition of the service shortfalls C had experienced.

1.16

C advises they did not have their Direct Debit reassessed between 2002 and 2007. C would like the back billing code to be implemented. The Supplier advises C was an online customer and had a responsibility to ensure their Direct Debit covered their usage. The Supplier has already reduced the outstanding debt by 25% and offered a payment plan to C to pay the remainder off.

The Ombudsman found that C had received bills during the whole period. However, it was found that C had an obligation to update their meter readings not their Direct Debit this was the responsibility of the Supplier. Taking in to account the Suppliers failure to reassess C's account it was required to implement the back billing code as a gesture of goodwill and back date C two years only taking into account the amount they had already been credited. The Supplier was required to apologise for any distress this matter had caused and maintain its offer of a payment plan taking into account C's ability to pay.

1.17

C has a prepayment meter and received a statement showing they were in credit. They contacted their Supplier and after some months received a refund. Then C was advised they needed to pay this back as it had been refunded in error. C complains that an advisor was rude to them. The Supplier advises that C was refunded an amount in error due to the credit on the statement not taking into account current usage. It acknowledges its error and proposes as a gesture of goodwill C is not required to refund it.

The Ombudsman found the Supplier had refunded the amount in error; this was considered a shortfall in the service C received. The Supplier was required to allow the amount stay with C as a gesture of goodwill in recognition of this. The Supplier was required to send out a Statement of Account so C could see their usage and what had been paid. The Supplier was also required to apologise for any distress this matter had caused.

1.18

C moved house. The Supplier sent a letter to C's previous address, but addressed to the new occupier, which included C's bank details and new address. The new occupier contacted C to advise of the error and C contacted the Supplier to complain. The Supplier offered a payment as a gesture of goodwill, but C was unhappy with the offer.

The Ombudsman considered the Supplier had disclosed C's personal data. It was noted that it had been necessary for C to change bank account details and make a number of calls to the Supplier and the bank trying to put things right. The goodwill gesture offered by the Supplier was not considered to be reasonable. The Ombudsman required it to send a letter of apology and provide a goodwill gesture that more reasonably acknowledged the distress and inconvenience caused and the costs C had incurred.

1.19

C's prepayment meter was recalibrated. A debt was placed on the meter to recover backdated charges, following a price increase, as there was a delay in the meter being recalibrated. C contacted the supplier to query the debt, and it confirmed the backdated charges would be withdrawn, in line with its recalibration policy. However, the supplier had not received details of payments made by C, so a further debt was added in respect of the missing payments. C also disputed charges billed against a credit meter. The supplier confirmed the charges against the credit meter were correct. As C did not pay the bill, the account was passed for debt collection.

The Ombudsman was satisfied the charges for fuel billed on C's credit meter were correct. However, the supplier's delay in withdrawing backdated charges on the prepayment meter, in line with its own policy, was considered to be reflective of a shortfall in customer service. It was also noted that although the supplier was made aware of the missing payments to C's account, it did not investigate the matter promptly. The supplier was required to send a letter of apology and make a payment as a gesture

of goodwill. It was also required to provide C with the opportunity to arrange a payment plan, confirm that the backdated charges had been withdrawn and the missing payments had been located and credited to the account, and refund any credit balance on the account to C.

6.0 Billing - Inaccurate Meter Reading

6.1

C had gas service with a two rate system with the Supplier. The Supplier realised it had been billing these back to front and sent a large bill to C.

C wanted the charges waiving. The supplier refused this but waived a portion of the bill.

The Ombudsman considered that the discount that the Supplier had applied was sufficient to address the matter. She required that the Supplier provide an explanation of how the error occurred and to set up a payment plan for C.

7.0 Billing - Incorrect Account Details

7.1

The Supplier held the incorrect address for C on its database and as a result also held an incorrect MPR number. C was unable to change suppliers because the MPR did not match the MPR held by National Grid. C also objected to a large bill because C considered that C had not used that amount of energy.

The Ombudsman found that despite C advising the supplier of an incorrect address record, the supplier failed to update its records and as a result considered this to be a shortfall in customer service. The Ombudsman also expressed concern about the accuracy of the billing.

The Ombudsman required the Supplier to update its records and issue a correct MPR and to review its billing of the account. A goodwill gesture was made to take account of the shortfall in customer service

11.0 Billing - No Bill Received

11.1

C complained that the Supplier failed to read C's meter for a long. This resulted in C receiving a large bill. The Supplier reduced the balance as goodwill gesture but C remained unhappy. C requested that the Supplier remove the outstanding balance. The Supplier confirmed it had not read the meter and had provided C with estimated bills.

The Ombudsman was concerned that the Supplier had failed to read the meter and was also concerned that the Supplier failed to respond to a letter that was received and signed for. The Ombudsman however decided that C remained responsible to pay for energy used and noted that the outstanding balance now was mainly for energy used since the dispute started. The Ombudsman required the Supplier to award a further goodwill payment and to arrange a payment plan.

11.2

C did not receive a bill from the Supplier for seven months. C complained to the Supplier but remained dissatisfied with the responses received and the poor customer service. The Supplier said it had awarded C a goodwill payment and proposed to send a further letter of apology and a breakdown of the account.

The Ombudsman said that the Supplier failed to bill C for seven months and also failed to provide a valid reason for this. The Ombudsman concluded it was mismanagement of C's account and viewed this as poor customer service. The Ombudsman required the Supplier to award a further goodwill payment, send a letter of apology and a breakdown of the account.

14.0 Billing - Quality of Customer Service

14.1

C complained that the Supplier failed to bill C for approximately two years. C also complained that C had been misinformed about their tariff. C disputed the large balance with the Supplier and remained dissatisfied with its response. The Supplier said that when the tariff was changed this caused an error with the account which prevented bills being sent. In recognition of this error it had reduced the debt based on if C had still been charged on their chosen tariff. The Supplier said it had also awarded a goodwill payment in recognition of customer service received and confirmed that C's electricity usage was too high for eligibility of their preferred tariff.

The Ombudsman was concerned that an error caused by the Supplier caused C not to receive bills. However the reduction of the accrued debt was viewed as a reasonable response. With regard to C being reinstated on the C's preferred tariff it was evident that C's usage was high and so was not eligible for the tariff. The Ombudsman concluded that the Supplier's reduction and goodwill payment were reasonable awards in this situation. The Ombudsman required the Supplier to contact C to arrange a payment plan and to send C a breakdown of the account.

14.2

C complained that C had received a large bill from the Supplier as it had been estimating his bills for several years. C said that the Supplier had been provided with actual meter readings throughout this time but decided to use estimated readings. The Supplier offered C a 10% reduction and a four year payment plan but C remained dissatisfied.

The Ombudsman was concerned that the Supplier had estimated C's bills for so long and this was viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to increase the goodwill and to contact C to arrange a four year payment plan.

14.3

C complained that a debt accumulated on the pre-payment meter as the Supplier failed to recalibrate the meter. The Supplier offered to reduce the debt by 50% but C remained dissatisfied.

The Ombudsman advised that the lack of recalibration was viewed as unacceptable but confirmed that C remained responsible to pay for energy used. The Ombudsman noted that the Supplier had not applied the pre-payment meter debt policy. The Ombudsman required the Supplier to either apply the pre-payment meter policy or reduce the debt by 50%, whichever was the greater amount.

14.4

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 reduce the balance as suggested; apologise for the poor customer service and provide a payment plan.

14.5

C complained that the supplier failed to send bills for many months. C complained and the supplier found it had sent bills with an error in the address, but it considered that C was still likely to receive the bills. It later adjusted C's address correctly. C also complained that their account had been closed without warning. The supplier stated this was done upon request from a third party, who advised the supplier of a change of tenancy. The supplier amended the account holder's name back when C called, but not before there had been a delay because the advisor did not take sufficient details.

The Ombudsman decided there had been poor customer service generally for C, but that the main issues had been resolved by the supplier. However, the supplier was required to make an apology for the delay and provide an additional goodwill payment, on top of the small amounts already provided.

14.6

C complained that the supplier continued to send bills after an account should have been closed and settled. C complained that all service supplies were turned off and that there was no consumption before the property was sold. C also complained that the supplier had threatened escalation to the courts. The supplier stated that bills would be sent whilst a meter remained connected within the property.

The Ombudsman considered that the supplier had not acted unreasonably and would not be sure that consumption remained at zero, as the supply had not been capped off and could easily be turned on again. There was no evidence of escalation processes and the goodwill payment previously made was considered reasonable. However, the supplier was required to make an apology for the shortfall in customer service over the incorrect name being used on correspondence with C.

14.7

C transferred gas supply to another provided but disputed the final meter reading used by the Supplier. C said this was resolved but two months later C received a further final bill and the Supplier said that C did owe the outstanding balance. C disputed this and eventually the Supplier did remove the outstanding balance and awarded a goodwill payment. C remained dissatisfied with this response. The Supplier provided a case file for consideration.

The Ombudsman was concerned that the Supplier evidently delayed amending the final bill on two occasions. These delays meant that C received threatening letters chasing for payment. In recognition of the delays and service shortfalls the Ombudsman required the Supplier to award a further goodwill payment and send a further letter of apology.

14.8

C received a large bill from the Supplier and called to query this. C was provided with conflicting information by the Supplier as to what C owed. C sent a letter of complaint but remained dissatisfied with the Supplier's response. The Supplier admitted that C had received conflicting information and poor customer service. It proposed to investigate C's account and provide an explanation.

The Ombudsman was concerned that the Supplier had failed to resolve C's complaint for such a long period of time and this was viewed as unacceptable. The Ombudsman required the Supplier to investigate the account and ensure that C is billed correctly. The Ombudsman also required the Supplier to award a goodwill payment and send a letter of apology.

14.9

C received large bill from the Supplier and disputed it. The Supplier said that C had been incorrectly for neighbour's metric meter when C's was imperial. C had therefore been under charged for gas used. The Supplier said it had applied an ERA reduction which was calculated based on the incorrect bills C paid and the correct bills prior to May 2005. C remained unhappy with this reduction and requested that the Supplier remove the whole balance.

The Ombudsman said that the recalculated bill did appear to be correct and clearly showed that C had in fact under paid for the gas usage for several years. However, as C had received bills then the back billing code of practice did not apply. The Ombudsman however required the Supplier to apply the back billing code of practice and remove all charges prior to May 2005 as goodwill. The Supplier was also required to contact C to arrange a three year payment plan.

25.0 Transfer - Incorrect Action Taken

25.1

C had supply of gas with Supplier but moved over to a different gas supplier. The Supplier continued to bill for the gas. The Supplier stated that there was still an outstanding balance due but the C felt that the supplier overcharged for gas. The C wrote letters of correspondence to Supplier, which was not responded to.

The Ombudsman did not consider that the Supplier had justified its charges. She required that Supplier send C a full statement of account and to refund C if a positive balance remained. She also required that the Supplier make a goodwill payment and written apology to C for lack of response to correspondence.

49.0 Sales - Quality of Customer Services

49.1

C had gas with Supplier. The C requested payment devices on several occasions and was unable to make payment without them. The Supplier failed to supply a payment device.

The Ombudsman required that the supplier send a payment device to C and make a goodwill payment and written apology to C for the delay. She also required that Supplier offer a suitable payment plan.

Billing - Mis-Information

50.0 Sales - Request not Actioned

50.1

C had gas service with Supplier. C moved house and advised the Supplier of new address. The Supplier advised that C had a credit balance on the account and promised to refund it by cheque.

The C has contacted the Supplier on several occasions to chase the cheque refund but has still not received it.

The Ombudsman required that Supplier make a full refund to C, with a goodwill payment and written apology for the delay and shortfall of customer service.