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## **1.0 Billing**

### **1.1**

C complained that the supplier had overcharged them on the wrong tariff. The supplier investigated and found C's tariff was incorrect; C had therefore overpaid it. The Supplier offered to refund C for the overpayment, alter the tariff and make a goodwill payment.

### **1.2**

C contacted the supplier to enquire about the annual payment it required for its service. However, the supplier gave C different amounts and cancelled the annual scheme in error. C complained to C by email and over the telephone, but it took the supplier to correct the errors and provide C with a refund. The supplier did offer a resolution to C, but this was declined.

The Ombudsman concluded that C had been inconvenienced by the supplier and received a shortfall in customer care. The supplier was required to review C's account, provide C with a detailed breakdown, and send C a letter of apology and a goodwill payment.

### **1.3**

C had gas central heating installed, but the supplier was unaware that this had happened. C used the service extensively and the company continued to bill C based on previous usage. However, this led to C receiving a large revised bill. The supplier offered C a reduction as a gesture of goodwill, but this was rejected by the third party complaining on behalf of C.

The Ombudsman concluded that C had received a poor customer service from the supplier and awarded a small goodwill gesture. However, as C had been billed correctly and the energy used, the supplier's offer was considered to be fair and reasonable and it was suggested that C accept the offer. The supplier was required to send C a letter of apology and let C pay the debt back over an extended period of time.

### **1.4**

The Supplier failed to set up an account and activate its billing for over 18 months. The Code of Practice applies to this case and the Ombudsman welcomed the Supplier's previous offer to discount the balance by 10%.

The Ombudsman required the Supplier not to back-bill for a period of more than one year from the date that the billing is activated; to maintain the previous offer to discount

the balance on the account by 10%; to make a goodwill gesture in recognition of the customer service issues raised, poor administration of the account, the inconvenience caused to C and the out of pocket expenses C incurred when seeking resolution to the complaint; offer C an extended payment plan; and to issue a formal letter of apology;

### **1.5**

The Complainant transferred from one supplier to another and received a final bill with a large credit. The Supplier sent out an amended final bill with a much lower credit and the Complainant disputed this and wanted the Supplier to refund the original amount. The investigation found that the Complainant had subsequently changed suppliers again and the billing used by all three suppliers was based on estimated readings. The final supplier had removed the meter and recorded the final reading. By analysis it was concluded that the revised bill was accurate when all three sets of bills were examined and an overall view of the account examined. The Ombudsman awarded a gesture of goodwill for the inconvenience caused by the delays in addressing the issues.

### **1.6**

C advised Supplier that C was moving home on a certain date. Supplier closed the account prior to that date and as a result had to set up a new account. Supplier sent C a final bill advising the full amount would be taken by Direct Debit. C wanted to set up a payment arrangement for the balance but due to the complications with the account, an arrangement was not set up. As a result the full amount was taken by Direct Debit causing C to incur bank charges. C made an indemnity claim and attempted to set up another payment arrangement but had trouble doing so. C paid the full balance but complained to Supplier. Supplier offered a goodwill payment but C did not think it was sufficient.

The Ombudsman considered the goodwill payment offered by Supplier sufficient.

### **1.7**

C's heat storage bills were under estimated for two years. After an actual read was taken, Supplier issued several bills showing an increasing outstanding balance but C advises that the bills were not received. When C did receive a bill showing a large balance, C complained.

Supplier made a number of offers to spread the payments but no agreement was reached,

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to apply a goodwill credit to C's account and offer a payment plan which took ability to pay into consideration.

## **1.8**

C complained that energy supply was provided by a temporary cable and C had contacted the Supplier on numerous occasions to resolve this with no response. The Supplier said that upon receipt of the Ombudsman's case file request it contacted C and resolved the problem by changing the temporary cable to a more permanent one. The Supplier said it had also arranged a payment plan and awarded a goodwill payment.

## **1.9**

The Supplier underestimated C's bills for nearly two years causing C a very large arrears bill to accrue. The Ombudsman accepts that attempts were made to read the meter therefore the company has not acted in breach of its License of Supply. The Supplier offered a deduction in by way of an apology. The Ombudsman considers this a generous offer as C should pay for services used.

In summary the Ombudsman requires the Supplier to maintain its offer to make a goodwill gesture equivalent to 10% of the outstanding balance on the account; offer an extended payment plan taking into account C's ability to pay; issue a formal letter of apology

## **1.10**

C left the property to go overseas and believed at this time that the account had been paid up to date. C later received notification that a large amount was owed. C's parent complained on C's behalf and it was discovered that the readings used to bill the account were incorrect and that the last payments made by C had gone missing. C's account was later passed to a Debt Collection Agency. The Supplier did locate the payments and amended the account to reflect accurate readings however due to a technical error a final bill could not yet be issued.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, keep C updated of the progress of the account, offer a goodwill payment to reflect the delays and the shortfall in customer service, confirm that this had no adverse affect on C's credit rating and offer a suitable payment plan to pay the outstanding balance if required.

## **1.11**

The supplier signed C onto protected price plan, but failed to implement this on the supplier's billing system. C noticed increased prices on bills and wrote to the supplier; however the supplier failed to backdate correct prices to start of contract occasioning further complaint from C. The supplier failed to resolve C's complaint in a timely and efficient manner and Ombudsman awarded £50 goodwill payment.

Ombudsman noted that C had detected mathematical errors in one of the supplier's bills covering the calculation of elapsed days and addition of component charges.

Ombudsman considered these errors were a cause for concern and directed the supplier to provide detailed explanation and assurances that similar errors in bills to other C's had been detected and cause of errors eliminated.

### **1.12**

C complains of being overcharged and customer service issues. The supplier has not commented on C being overcharged but advises C is not in credit.

The Ombudsman required the supplier to investigate the allegations of overcharging and write to C confirming its findings and apologise for the shortfalls in customer service that became evident.

### **1.13**

C took over the account after a parent passed away. The property was eventually sold and C provided final meter readings. C later received a bill for charges after the property was sold. The Supplier advised C that it would amend the account but there was delay in issuing a correct bill. C received a final bill but did not agree with the outstanding balance as C did not feel that that amount of energy had been used. The account was later passed to Debt Collection Agency and C paid the full amount.

The Ombudsman acknowledged that an error had been made and that there had been a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, offer a goodwill payment for the delay, the shortfall in customer service and the distress caused and to issue a bunch of flowers to apologise for the errors made to C's parent's account.

### **1.14**

C had supply of gas moved to another service provider without permission. She informed Supplier but the Supplier continually stated that it was not C's supplier of gas.

The Supplier states that the C was transferred away in error and it had difficulty in retaking C's supply. It has since done this and set up an account for the C's gas but C has been unable to make payment on C's gas bill for some time.

The Ombudsman required the Supplier to make a goodwill payment and written apology to C. She also required the supplier to offer the C a suitable payment plan, taking into account C's ability to pay.

### **1.15**

C moved into the property and asked the Supplier to set up both an electricity and gas account. C later discovered that the gas account had not been set up and that the address listed for the electricity account was incorrect. The address was not updated for

some time and it was not until much later the gas account was set up correctly. The Supplier advised that this was due to the incorrect meter details being registered for the property. The Supplier offered to only bill the account from when it was set up and to clear any charges for previous gas usage. C remained unhappy with this offer and felt further compensation should be awarded.

The Ombudsman concluded that there had been a delay in setting up the account and that there had been a shortfall in customer service. The Ombudsman required the Supplier to issue an apology and to offer a goodwill payment to reflect the delays and the shortfall in customer service.

### **1.16**

C's meter was exchanged, but there was a delay in the Supplier updating its records and sending a bill for usage against the new meter. As a result, a debit balance accrued on the account even though C had continued to make regular payments. C was unhappy about this. C paid off the debit balance, but asked the Supplier to pay compensation for the inconvenience and hardship the debit balance had caused. The Supplier informed C that no payment would be made.

The Ombudsman noted there had been a delay in the Supplier investigating C's concerns about a fault with the original meter. It was also acknowledged that the Supplier had not updated its records in a timely manner, resulting in a delay in the account being billed. A goodwill payment was required in consideration of this shortfall in customer service. However, the Ombudsman considered C was responsible for payment of the fuel used and did not consider C's request for a refund of the charges was justified. The Supplier was also required to send a letter of apology.

### **1.17**

C's gas bills were based on estimated reads for several years. Supplier did not read the meter during the period but did contact C to ask C confirm actual readings. C did not get back to Supplier. When C did give an accurate read nearly 18 months after the last request, a large bill was produced as supplier had been underestimating usage. The billing Code of Practice applied in this case and Supplier recalculated C's bill so that any outstanding amount due that related to energy consumed more than two years ago was cancelled. C continued to complain as C believed that the billing code had been applied incorrectly. No agreement was reached and Supplier issued a deadlock letter.

The Ombudsman was of the opinion that the billing code had been applied correctly and required Supplier to maintain its offer of credit. The Ombudsman also required Supplier to apologise and offer a payment plan which took C's ability to pay into consideration.

### **1.18**

C requested a new pre payment to be installed at property, but noticed that any credit applied was being used up quickly. C discovered that a debt had been applied to the

meter and that 80% of any credit applied was being used against the debt. C contacted the Supplier and explained that C's late mother lived at the property previously and the debt must have accrued prior to C moving in.

The Supplier agreed that C is not liable for the debt, and upon receipt of a copy of C's late mother's death certificate will update its records and issue a correct bill. The Supplier will also calculate and refund the overpayment. The Ombudsman agrees with this course of action, and also requested the Supplier to credit C's meter with a goodwill payment. The Supplier was also requested to send a letter of apology to C for the inconvenience caused.

### **1.19**

C's account was billed incorrectly for a period. When the account was recalculated it left a large outstanding balance. Despite this, the level of C's Direct Debit did not increase. The Direct Debit was not covering ongoing usage; this meant that the debt was increasing. The Supplier did encourage C to increase the Direct Debit payments but C did not. The Supplier did increase the level of C's Direct Debit but not for many months. When the Direct Debit was increased, it was not increased to a high enough level to pay for the ongoing usage. It needed to be high enough to cover the usage and the debt grew further. Supplier then increased the Direct Debit without informing C. After C had complained, Supplier agreed to credit a percentage of the debt and allow C to pay over a period of years.

In this case the Ombudsman was of the opinion that C was aware that C's account was falling into debt and that C's payments were not covering ongoing usage. The Ombudsman also felt that the Supplier had a duty to increase C's payments and considered its offer to credit C's account and allow a payment plan fair and reasonable.

### **1.20**

C received a bill from the Supplier showing a large outstanding balance. C queried this with the Supplier and was advised that it was billed using a reading taken by the data collector. C has previously provided an accurate reading but this had not been used. The Supplier advised that the reading provided was not in line with the previous readings was lower than the opening reading. C continued to dispute this and appointments were arranged for a data collector to again take readings. Two appointments were missed and compensation was offered for this. C complained that this was not received however the Supplier maintained that this had been credited to the account. A data collector took a reading but again the next bill used an incorrect reading. C eventually sent a picture of the meter dials to the Supplier to prove that the reading provided was correct. The Supplier agreed it had made an error and re-billed the account for the entire period C had been with the Supplier. C was not happy as some time previously the account had shown to be in credit and C asked the Supplier to bill the account from this point. The Supplier advised that the opening reading had been estimated and therefore the most accurate way of recalculating the account was to re-bill for the entire period.

The Ombudsman concluded that an error had been made and that C had experienced a shortfall in customer service but that the Supplier had now calculated the account as accurately as would be possible. The Ombudsman required the Supplier to issue an apology, clear any previously unbilled charges prior to one year before the first correct bill was issued, offer a goodwill payment to reflect the shortfall in customer service, provide evidence that the compensation for the missed appointments had been credited and to offer a suitable payment plan taking into account C's ability to pay.

### **1.21**

Supplier recorded that C had changed C's meter when C had not. Supplier billed C using the wrong meter details for nearly two years. When the bill was recalculated there was a large outstanding balance. C asked supplier to justify the bill but the breakdown it sent was confusing. Supplier offered to reduce the outstanding balance in consideration of customer service shortfalls.

The Ombudsman was of the opinion that the outstanding bill was correct but C had experienced customer service shortfalls. The Ombudsman required supplier to maintain its offer of credit and send C a clear breakdown of the account for the disputed period.

### **1.22**

C was sent a final electricity statement which was incorrect because Supplier had not been informed about a meter change. Supplier sent an updated bill with a higher balance but C was not happy to pay it as C had already paid what C considered C's final bill. C complained and Supplier offered a credit as a goodwill gesture. C remained unhappy and a deadlock letter was issued.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to maintain its offer which was considered fair and reasonable.

### **1.23**

C received C's first electricity bill from Supplier and complained as it was higher than C's previous bills at different properties. Supplier checked the bill and confirmed it was accurate. Supplier also tested C's meter free of charge and no fault was found. Supplier chased C for payment when it advised that the account was on hold, causing a further complaint.

The Ombudsman was of the opinion that the bill was correct but that there had been a shortfall in customer service in this case. The Ombudsman required Supplier to offer C a payment plan which takes into consideration ability to pay, apologise for any customer service shortfalls, apply a goodwill credit and send C some literature on energy efficiency.

### **1.24**

C agreed to a tariff with Supplier, which it was unable to provide. It says it sent C a letter offering another tariff and C agreed, but C disputed this. The second tariff was a lot less favorable than the original. C complained and Supplier maintained its position that it could not apply any other tariff. It offered a goodwill credit but no agreement was reached. In its case file, Supplier offered to manually recalculate the bill as C desired, and refund any overpayments.

The Ombudsman welcomed the proposal in Supplier's case file but considered that C had received a shortfall in customer service and required Supplier to maintain its offer, send a letter of apology and make an additional goodwill payment.

### **1.25**

C agreed payment plans with Supplier for gas and electricity accounts. C maintained payment of what C thought was the correct amount, at the correct time, but the plans were cancelled. C asked for prepayment meters but Supplier missed a number of appointments for installation.

The Ombudsman was of the opinion that there had been a shortfall in customer service in this case and required Supplier to contact C to discuss a way forward with C's accounts, ensure all payments for missed appointments had been applied to the accounts, provide a goodwill credit and apologise.

### **1.26**

C attempted to change suppliers but the account was returned to Supplier under the erroneous transfer procedure after problems were found with the account. Supplier found that it had incorrectly recorded a meter exchange at C's property causing it to bill C incorrectly. It advised that industry records would need updating before it could put things right but there were considerable delays. C also received a visit from Meter Operators after C had been advised by supplier that the appointment was cancelled. Supplier advised that it will inform all relevant third parties linked to the national database update its records and ensure C is billed only for the electricity used.

The Ombudsman welcomed this proposal but also required a goodwill gesture for the delays and shortfalls of customer service in this case.

### **1.27**

C's neighbours meter was exchanged but details were recorded incorrectly and Supplier's records showed that C's meter had been changed. Supplier did not send C a bill for many months despite C chasing it for a bill. When C received a bill, it was for the wrong meter. C contacted supplier and despite it acknowledging the problem it did not correct it for several months. C was chased for payment on the wrong meter. C made exhaustive efforts to get this resolved but supplier failed to respond to many of C's

communications. Supplier offered to credit a small percentage of the outstanding balance on C's bill as a goodwill gesture.

The Ombudsman was of the opinion that there were several shortfalls in customer service in this case and required supplier to credit a large percentage of the outstanding balance. The Ombudsman also required supplier to write to C and confirm that it would not be pursuing C further for debts on other people's meters.

### **1.28**

C advises they received a large bill because their Supplier had billed them for a four dial meter instead of a five dial meter for a period of five years. C would like to be back billed for a period of 12 months only. The Supplier advises it has as a gesture of goodwill back billed C for two years only.

The Ombudsman found that C had been sent a bill prior to 1 July so the Supplier was correct in back billing C for two years and not one. It was found that C had written on a number of occasions and the Supplier was required to award a further gesture of goodwill in recognition of any incidental costs C had incurred. The Supplier was also required to apologise for any distress this matter had caused.

### **1.29**

C was moving suppliers but decided to stay with their original one. Then C received a final gas bill with a large outstanding amount owing. It emerged usage had been based on estimated readings and when an actual reading was taken C's account ended up in debit. C would like the bill waived. The supplier confirms the account was based on estimates which resulted in this debit, but considers its offer of a payment plan and goodwill gesture sufficient in addressing this matter.

The Ombudsman found that the supplier had failed to send out statements to C for six months so C had no way of knowing they were falling into debit. In addition, it was found that the supplier had failed to answer C's letters within an acceptable timescale. The supplier was required to maintain its goodwill gesture and offer of a payment plan. The supplier was also required to award a further goodwill gesture due to its failure to send out statements; the goodwill offer already offered was considered sufficient in addressing the customer service issues.

### **1.30**

C did not receive a bill for eleven months and when they received one there was a large outstanding balance to pay. C complains of non returned calls. The Supplier advises it has offer a goodwill gesture in recognition of not sending a bill and a payment plan to pay the outstanding balance off.

The Ombudsman found that C had experienced a shortfall in service in not being sent a bill for eleven months, however, the offer already made by the Supplier was considered

sufficient in addressing this. The Supplier was required to maintain its offer of a payment plan. It was found that the Supplier had not called back C when agreed. The Supplier was required to apologise for this and award a gesture of goodwill in recognition of this shortfall.

### **1.31**

C became aware that their account had been under billed for a considerable period. This came about when the meter went fully round its cycle resulting in inconsistent readings. The Supplier understood C was using an analogue meter when it was digital. This led to inaccuracies in billing. As The Supplier was not able to fully 'back bill' C benefited by a considerable amount, in addition to which The Supplier provided a further discount of half the amount billed. As The Supplier had not been at fault and the energy had been used this was considered appropriate. The Supplier offered a payment plan.

The Supplier was required to maintain its offer of an extended payment plan.

### **1.32**

The Complainant transferred from one supplier to another and received a final bill with a large credit. The Supplier sent out an amended final bill with a much lower credit and the Complainant disputed this and wanted the Supplier to refund the original amount. The investigation found that the Complainant had subsequently changed suppliers again and the billing used by all three suppliers was based on estimated readings. The final supplier had removed the meter and recorded the final reading. By analysis it was concluded that the revised bill was accurate when all three sets of bills were examined and an overall view of the account examined. The Ombudsman awarded a gesture of goodwill for the inconvenience caused by the delays in addressing the issues.

### **1.33**

C disputed a bill from the Supplier and maintained their landlord pays the bills. The Supplier contacted the landlord who stated C was responsible for the bills.

The Ombudsman considered the dispute lay with the tenant and landlord on deciding whose responsibility it was to pay the bill and the Supplier was not at fault. The Ombudsman required no further action to be taken by the Supplier.

### **1.34**

C transferred away from the Supplier and a short while later received a bill from the Supplier. Assuming this was a delayed bill, C paid this. It was eventually discovered that this bill was for a meter reference at the upstairs flat and that the Supplier had made an error. C contacted the Supplier but it failed to investigate the problem until some time later. A refund was eventually received but further bills were sent in the name of "The Occupier". C again queried this and the Supplier advised that an error had been made

whilst resolving the problem and that the incorrect address details had been selected. C later received a call from a Debt Collection Agency asking for payment of an outstanding amount. It transpired that this was for C's electricity account which had not transferred away from the Supplier until some time later. A credit was offered however C realised that it was based on an incorrect meter reading. The bill was later amended by the Supplier.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, offer a further goodwill payment to reflect the errors and the shortfall in customer service and to confirm that all Debt Collection proceedings had been stopped and that this had no adverse affect on C's credit rating.

### **1.35**

C moved property advising the Supplier of the date C was moving and the final readings. The Supplier failed to close the account correctly and C later started receiving demands for payment for charges after C had left the property. C complained to the Supplier about this numerous times but the Supplier did not update the account and C received more demands for payment from Debt Collection Agencies. It was not until some time later the account was correct and on doing this, a credit remained on the account which was later refunded to C. The Supplier offered a goodwill gesture to cover the cost of telephone calls but C asked the Supplier to compensate for the distress this had caused and for the days that C had taken off work due to sickness. The Supplier refunded these as its Terms and Conditions state it does not compensate for any economic loss.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology and offer a further goodwill payment for the distress caused and the shortfall in customer service.

### **1.36**

C asked the Supplier to change the Direct Debit details for an account that had previously been in joint names. The Supplier changed the account name but failed to issue a cheque refund in the correct account holder name. C made repeated verbal and written requests for a new cheque to be issued. Despite promises to do so the Supplier did not issue a new cheque. The Supplier accepted its mistakes and offered an explanation, along with a refund and goodwill payment.

The Ombudsman noted that the Supplier had accepted its error and made a reasonable offer to resolve it. However, the Ombudsman did not consider that the Supplier had adequately addressed the level of distress that C experienced as a result of its mistakes. The Supplier was required to issue an apology, a cheque refund and a goodwill payment higher than that suggested by the Supplier.

### **1.37**

C received a bill from the Supplier which seemed excessive. C complained to the Supplier which promised to investigate. C received reminders for payment and threats of disconnection but C did not receive response from the Supplier. C sent written complaints to the Supplier but felt that the response did not fully address the complaint or the initial issue. C paid the bill while continuing the complaint. The Supplier recognised that there had been customer service shortfalls, in particular the errors with readings taken.

The Ombudsman noted that the Supplier had recognised its errors but it had still not investigated C's complaint fully. As a result, the accuracy of the account could not be relied upon. The Supplier was required to read C's meter and rebill the account to the last accurate reading. The Supplier was then required to apply a credit to cover any undercharges for the period greater than one year, issue an apology and apply a further credit as a gesture of goodwill for the shortfall in customer service.

### **1.38**

C complained that an Economy 7 tariff was not operating properly. On considering the information made available it appeared that the account was actually operating as an Economy 10 tariff which had different priorities. The times that the meter was said to be set to operate appeared to be longer than it should have been and therefore it was found that there had been poor customer service in that The Supplier had not given due consideration to the complaints made by C. In addition, it was found that The Supplier had failed to pay the standard compensation payment for missing an appointment.

The Supplier was required to provide a letter of apology for the poor customer service experienced, to provide a full explanation of the timings set on C's meter and how these operate on the account. The Supplier was then expected to demonstrate how this information affected the account and can be considered acceptable usage of the account, having examined the operation of the meter 'clock', The Supplier was to ensure that it was operating appropriately and if necessary adjust the timings on the meter to ensure that it switched on for the correct number of hours at appropriate times. Then The Supplier was required to examine the account after any alterations (that may be required) had been made and compare the account as it was then running with past billing. If there was a difference in the billing the account was to be re-billed to ensure that the billing was consistent throughout the period that this tariff had been used. In addition, The Supplier was to provide a missed appointment payment and a further payment for failing to provide this payment promptly and to provide an additional goodwill gesture in respect of the poor customer service identified in this investigation.

### **1.39**

The Supplier failed to administer C's account in an effective manner and it seems several problems in the billing remained unresolved. The Supplier reissued bills for the same period however failed to advise C of a price increase or explain why it was imposed when on a Price Protection tariff. The Ombudsman concludes there were several outstanding issues with the billing on the account and required the Supplier to

recall the account from recovery activity; recalculate the charges on the lower rate for the period in goodwill and apply the direct debit discount; ensure that all of C's payments are allocated to the account as credits; either provide copies of the bills for the period or provide a letter detailing the usage, prices charged, totals generated with tax and any deductions applicable and payments received for the period; ensure the account is calculated only up to the date it left provision and remove any overcharges; provide an explanation of the units used over the period on the account answering the discrepancies and the sporadic usage C highlighted to the Ombudsman; make a goodwill payment in recognition of the inconvenience C experienced, out of pocket expenses, delays, poor administration and customer service failures; after the account has been revised, maintain the outstanding balance on the account and offer C a payment plan; and to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

#### **1.40**

The Supplier failed to recalibrate the meter and advise C it had applied an arrears balance to the new prepayment meter. The Ombudsman notes that the Supplier followed the procedure in place at the time of not collecting any arrears that were more than twelve months old. This did not apply to C's case however as the arrears had accrued within the timescale. The meter has been updated to a key meter therefore this situation will not arise again in the future.

The Ombudsman concludes C experienced a shortfall in customer service and administration of the account. In summary she required the Supplier to make a goodwill gesture in recognition of the customer service issues raised; and to issue a formal letter of apology.

#### **1.41**

C received a large bill and disputed the account. C believed their meter was faulty. The Supplier installed a check meter which confirmed the customer's meter to be recording the usage accurately. The Supplier explained that the debt was incurred due to the account being under-estimated for a short period. C experienced a poor level of customer service.

The Ombudsman was not presented with any conclusive evidence which suggested the meter was faulty. Therefore, C remained responsible for the account balance. However, the Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment, write a letter of apology and make a payment arrangement with C.

#### **1.42**

Two suppliers billed C for the same period. The Supplier refunded C's payments and closed C's account. C had been charged at a higher rate by the other supplier and requested the Supplier to cover this. C experienced a poor level of customer service. The Supplier made a goodwill offer.

The Ombudsman considered that based on the evidence presented for investigation, the Supplier had acted appropriately and the error seemed to have been made by the other supplier. The Supplier was not required to cover the difference in costs but was required to fulfill its goodwill offer. The Supplier was also required to write a letter of apology

#### **1.43**

C was on a beneficial tariff that was only offered to certain categories of customer. As C stopped qualifying for that tariff C was put on the standard tariff. Following this C reduced the payment levels being made which would inevitably lead to a shortfall in payments. The Supplier failed to deliver bills for an extended period which meant that the shortfall in payments was not made apparent. To reflect the shortfall in customer service The Supplier reduced the bill considerably and offered an extended payment plan. This was considered appropriate and The Supplier was required to maintain the offer.

The Supplier was required to maintain the offer of an extended payment plan.

#### **1.44**

The Supplier was unable to set up C's account due to an issue with C's previous supplier. This meant that C failed to receive any bills for several months. C later transferred to another supplier showing a zero balance. The Supplier offered various credits to reflect the delays but C remained unhappy. C failed to receive a detailed invoice and was unable to see if the compensation offered had been added to the account. The Supplier advised that it had not agreed to all of the credits that C believed should be added to the account and C continued to complain.

The Ombudsman concluded that the credits offered were reasonable but required the supplier to issue an apology for the delay in setting up the account and to issue a final statement showing all charges, payments and credits made to the account.

#### **1.45**

C transferred to a new Supplier. The Supplier confirmed it was unable to provide a tariff to support C's meter, and it was agreed C's supply would return to the original Supplier. However, this did not happen for several years. C was informed the supply had transferred, but the gaining Supplier failed to issue a bill, place C's account on the correct tariff or inform C about any problems with the set up of the account. C contacted the Supplier several times, but the matter remained unresolved. The Supplier eventually agreed to take action to resolve the complaint, but did not do so.

The Ombudsman was satisfied that the offer of resolution made by the Supplier was reasonable. However, as the Supplier had failed to carry out the appropriate actions, and failed to respond from further contact from C, it was required to confirm the date on which C's supply transferred to it, and the opening meter reading used to open the

account, inform C of the account number, use accurate readings to provide an up to date bill, send a letter of apology, confirm the correct correspondence address was held on the account and make a payment as a gesture of goodwill in consideration of the customer service shortfalls and the inconvenience and distress the matter had caused.

#### **1.46**

C received bills and demands for payment from the Supplier when in fact C was with another supplier. It was found that the bills C had been receiving were for a neighbouring property and meter. The Supplier amended its records accordingly.

In summary the Ombudsman required the Supplier to make a small goodwill gesture to cover any costs C incurred when contacting the company; and to issue a formal letter of apology including an assurance that the company has amended its accounts and it will not send any further correspondence.

#### **1.47**

C complained that the supplier added a charge when a change was completed to their account. The supplier investigated and justified the charge, which had come about due to price rises that had not been updated to C's meter, but conceded that it was not well explained to C. It offered to initiate a payment plan to ease the payment of the outstanding balance.

The Ombudsman considered the offer by the supplier was adequate; it was required to complete the offer.

#### **1.48**

C received a cheque from the supplier as compensation for poor customer service during a previous complaint. When C received the next statement the compensation was shown as a deduction from the balance. C queried why this appeared on the bill in this way. The supplier advised that the compensation amount had been added to the total payments made and as this was then sent out by cheque, this amount had then been deducted. C continued to complaint to the supplier as C did not feel this was correct. C sent several letter of complaint but failed to receive a response to all of them.

The Ombudsman concluded that the supplier had issued the compensation correctly and the balance shown on the statement was correct. It was acknowledged that C should have received a response to all of the letters. The Ombudsman required the supplier to issue a letter of apology for the failure to response to the letters and credit the account as a goodwill payment for the shortfall in customer service.

#### **1.49**

C complained to the supplier after believing that the supplier had not placed C on a Price Protection Plan as agreed. The supplier advised C that this offer had never been made and that no Price Protection Plan had been available when C contacted the supplier. C complained about the high outstanding balance and the fact that this debt has increased due to the prices being allowed to rise. The supplier advised that the high balance has occurred as C's previous bills had been underestimated and due to the fact that prices had increased. C found that they could not transfer to another supplier due to the outstanding balance. C wrote to the supplier however it failed to respond to all of the letters.

The Ombudsman concluded that there may have been a misunderstanding over the agreed tariff however as no offer such as this existed at that time it could never have been offered to C. The Ombudsman also concluded that there had been a shortfall in customer service. The supplier was required to write to C with an apology for any misunderstanding and to credit C's account with a goodwill payment. The supplier was to then offer C a payment plan to allow C to pay off the outstanding balance and to provide a detailed breakdown of the account

### **1.50**

C received a very high bill which was paid to avoid debt collection action. A further high bill was delivered and paid by C. The Supplier then acknowledged that the original bill had been incorrect and credited the payment to the account but did not refund it. When responding to this investigation The Supplier accepted that there had been a problem with the meter. As the meter had been faulty it was impossible to go back and re-assess the readings to produce a correct bill. It was decided that an average figure for usage would have to be relied on to correct matters. As C was very old, had been severely inconvenienced and the customer service was considered particularly poor a higher than usual goodwill gesture was proposed.

The Supplier was to provide a letter of apology; provide a bunch of flowers and have these delivered to C; provide a goodwill gesture and account for usage over C's bills for the same billing period, over several years and using these, establish the average usage that could be used as an appropriate figure to re-bill for the disputed period. From that point The Supplier should establish what the situation has been with the follow on billing. The Supplier has indicated that the problem lasted for six months; therefore it should amend its billing over that period using the method outlined. Should the amount to be billed be more than the amount paid by C after they received follow on bills, the difference was to be credited to the account. If less, it should also be credited to the account. The Supplier was to then provide a statement showing the changes and the balance left.

### **1.51**

C contacted the Supplier to complain the tariff used to bill the account was incorrect. The Supplier amended the tariff, but did not re-bill the account back to the supply start date. C complained again but did not receive a corrected bill.

The Supplier confirmed it had not applied the correct tariff across the entire billing period. It offered to send a corrected bill and a letter of apology. The Ombudsman considered its offer to be reasonable and required the Supplier to maintain it. It was also required to apply a small credit as a goodwill gesture in consideration of the inconvenience C had experienced.

### **1.52**

C moved into a new house and registered with the Supplier, but did not receive any bills. C complained, but there was a long delay before a bill was issued. When it arrived C disputed the charges. C stated the Supplier agreed to reduce the balance. C began to repay the balance and C's credit meter was eventually exchanged for a pre payment meter. C considered the payments made exceeded the debt amount and requested a refund. The Supplier disagreed and stated an outstanding balance still remained.

There was insufficient evidence to establish if the Supplier had agreed to reduce C's initial bill. The account information also showed that prior to the installation of a pre payment meter, C's payments were insufficient to meet charges for the fuel used; therefore the outstanding balance of the account had increased. There was no evidence C had repaid the balance. However, it was noted the Supplier had not applied the full amount of the due balance to the pre payment meter when it was installed, and had subsequently added the shortfall to the balance some time later. There was no evidence the Supplier had notified C of this, and the Supplier's error, and its failure to contact C were considered to be reflective of a shortfall in customer care. The Supplier was required to apply a credit as a gesture of goodwill.

### **1.53**

### **1.54**

C made payment to Supplier via debit card, but this was not processed. When C received debt reminders and contacted supplier C was advised that there had been a computer error. C made further attempts to make payment, but again there was an error. Supplier apologised and applied a goodwill credit. C rejected the amount as C claimed it was too low.

The Ombudsman required supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment.

### **1.55**

C complained that supplier did not issue bills, increased Direct Debit payments without notice and failed to read C's meter regularly. The supplier advised that it sent all bills to C and advised about the Direct Debit increase in advance. Supplier explained that it

attempted to read the meter, but was unable to gain access. However, when it asked C to provide meter reads these were done and the estimated bills were replaced bills which contained meter reads that C provided.

The Ombudsman found that supplier's records showed that it sent C bills and informed it about the Direct Debit increase. Furthermore, under the industry guidelines the supplier could not be criticised since it took reasonable steps to read the meter. The supplier was required to advise C about the cost element in relation to moving the meter outside the property; and to arrange an appointment with C so that the meter could be read.

### **1.56**

C complained that supplier did not issue a cheque refund. Despite numerous calls and letters to supplier the cheque was not forthcoming. The supplier apologised and admitted that a system error caused the cheque not to be issued. The supplier confirmed that the cheque had now been issued and applied a goodwill credit for cost of telephone calls and provided a written apology.

The Ombudsman required no further action from Supplier

### **1.57**

C received an unexpectedly large bill and called the Supplier to query the charges. The Supplier explained C had been billed against an incorrect meter. It advised that the meter information had been corrected and the account re-billed against the correct meter using meter readings obtained from the Meter Operator. It offered to apply a reduction to the balance as a goodwill gesture and arrange an extended payment plan, but C refused the offer.

The Ombudsman was satisfied the Supplier had used information it received from the industry database to set up C's account but considered C had made payment of the bills issued in good faith. It was noted that the Supplier had corrected the meter information as soon as it was made aware of the mistake. The Ombudsman accepted that C had used the fuel but considered the Code of Practice for Accurate Bills did apply and backdated charges more than one year old should be withdrawn. The Supplier was required to withdraw charges for previously unbilled usage more than 12 months old, apply a small credit as a gesture of goodwill in consideration of the customer service issues identified and the costs C had incurred, confirm the account balance, provide a breakdown of the account and offer a payment plan.

### **1.58**

C contacted the Supplier to dispute an increase to the monthly Direct Debit payments. The Supplier told C to put the complaint in writing. C did this but was unhappy with the response received so cancelled the Direct Debit on the account and transferred to a new Supplier. The original Supplier issued a final bill based on the meter readings given by the gaining Supplier. C disputed the readings and the charges on the final bill. The

Supplier confirmed the readings were correct and advised C that the Direct Debit discount and tariff had been removed due to C's cancellation of the Direct Debit. C remained dissatisfied with the Supplier's response.

The Supplier confirmed it had re-billed C's account and applied the Direct Debit discount and tariffs as a goodwill gesture. It also confirmed that the small outstanding balance on the account had been withdrawn as a further gesture of goodwill. The Ombudsman considered the Supplier's actions to be reasonable and was satisfied it had correctly billed C using the meter readings it had received. However, it was noted C had not received promised call backs and that copy bills C had requested had not been sent in an appropriate format. The Supplier was required to confirm in writing that the account was closed with a nil balance and provide a small payment as a gesture of goodwill in consideration of the out of pocket expenses C had incurred trying to resolve the complaint and the inconvenience caused.

### **1.59**

Supplier transferred C's account to a new billing system. C later received inaccurate bills from Supplier. At first supplier advised C that the high amount was due to the Direct Debits being set too low. However, Supplier later discovered this was untrue and adjusted the account accordingly. C disagreed with the balance.

The Ombudsman acknowledged that confusion was caused by the transfer of C's account to a new billing system, but was of the opinion that the account had been corrected. The Ombudsman noted that C experienced a shortfall in service levels from supplier due to the adjustment credit being applied late. Whilst it was accepted that during this period C experienced undue inconvenience and incurred costs the goodwill gesture awarded in this case was to be proportionate to the nature of the complaint and circumstances. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment. C was expected to pay supplier any outstanding balance on the account in the normal manner.

### **1.60**

C complained that the supplier had been cross reading the meter since the account was opened in 2003 which resulted in a large backdated bill. C considered that C should not be responsible for the Suppliers error.

The Supplier accepted that it failed to recognise the error for some time and offered a reduction in the outstanding balance.

The Ombudsman accepted the proposal but also asked for a further reduction in the outstanding balance. A payment plan was proposed based on C's ability to pay; a goodwill credit was also required to take account of the poor customer service since the complaint was raised; and a letter of apology.

### **1.61**

C notified the Supplier of readings taken on moving into a new property. The Supplier advised that payment cards would be sent within a matter of weeks. C received some cards and started making payments. However, C then found that the payments were not being correctly applied to the account. The Supplier sent new cards with C's name on but due to some confusion more than one account was set up. C complained to the Supplier but the Supplier failed to take into account all payments made. The Supplier started the debt collection process.

The Ombudsman was of the opinion that the account had been incorrectly set up for no apparent reason. The Ombudsman also considered that the Supplier had acted hastily in starting debt collection when C had made many attempts to resolve the confusion with the accounts. The Supplier was required to issue an apology, recalculate the account from the start readings and confirm that all payments demonstrated by C had been applied to the account. The Supplier was also required to confirm that C's credit file had not been adversely affected by this matter and that a single new account was set up with confirmation of expected payments.

### **1.62**

C advises C's agreed to change supplier. He is a landlord and the supplier changed the service at C's rented property instead of at C's home. C also complains of unreturned calls. The supplier advises it is the process of investigating this.

The Ombudsman required the supplier to rectify the incorrect billing of C's account and to provide him with a single point of contact for any queries C's may have regarding this matter. Evidence was found of non returned calls and the supplier was required to apologise and award a goodwill gesture in recognition of this shortfall.

### **1.63**

The Supplier failed to set up the account and issue a bill to C for over 17 months. C actively sought resolution to the complaint to no avail. The Ombudsman considers C experienced a shortfall in customer service.

In summary the Ombudsman required the Supplier to open an account using the start readings; issue a bill for the period and offer an extended payment plan considering C's ability to pay; allow C to transfer away; make a goodwill gesture in light of the service failure, inconvenience and costs incurred; and to issue a formal letter of apology.

### **1.64**

C received a large bill which was challenged. The Supplier accepted that this was incorrect as it had been passed on from a previous supplier. The bill was cancelled when it was discovered that the previous supplier's billing was not accurate. In error, The Supplier provided a refund cheque when no refund was due. C cashed the cheque and The Supplier added the amount to the account. This was found to be reasonable.

The Supplier was required to provide a letter of apology for the poor customer service experienced, provide a goodwill gesture in the form of a credit to the account; confirm the outstanding balance on the account and arrange a payment plan for the repayment of the account balance.

### **1.65**

C's electricity meter was changed to an Economy 7 meter which had a negative impact on C's account as C did not use storage heaters. Numerous complaints were made to the supplier but no response was forthcoming. Further, the supplier did alter the tariff that C was charged at but it did not apply its corrections properly which resulted in C being charged twice for the energy used. The supplier accepted these errors and made efforts to correct matters.

the supplier was required to provide a letter of apology for the poor customer service experienced in this case and to ensure that a statement was provided giving a full breakdown of payments made, usage levels, the costs for usage including the cost, in units of kilowatts per hour at any applicable charging hour/period and advising of the current balance and to apply a goodwill gesture to reflect both the poor customer service experienced and the length of time that the problem was allowed to continue for. The supplier was also required to provide confirmation of the current charges applied for electricity use and the direct contact details for a representative that had taken ownership of this matter and was qualified to discuss any issue that C might have with the calculations provided. This was to facilitate any possible adjustment that might be needed before agreement could be reached and to avoid further dispute arising.

### **1.66**

C always paid the bill that was delivered by The Supplier but after a considerable period and without warning a large bill was delivered. This was because the billing that had been delivered was all estimated despite meter readings having been taken. The Supplier said it did this because the readings had not been consistent with other readings. This led to a cycle of estimated billing that was not addressed and thus was allowed to continue. This was considered poor customer service.

The Supplier was required to provide a letter of apology in respect of the poor customer service experienced, provide a goodwill gesture and offer and arrange a payment plan that was affordable to C. If so required this is to be allowed to be spread over a minimum of time equivalent to the period that the estimated billing had been relied on.

### **1.67**

C arranged a preferential tariff agreement with The Supplier but it did not apply it until after a complaint was made. The Supplier applied credits to both accounts for more than the difference but C would not accept this. Further, The Supplier indicated that a new Direct Debit would have to be arranged but C did not want this as there had been

previous bad experiences when a Direct Debit had been changed. It was made clear that the purpose of the investigation was to resolve the dispute and that C would have to comply with having a new Direct Debit if matters were to go forward. A level of protection was to be built into the proposed remedy and clarity was to be provided as to the history of this account.

The Supplier was required to provide a letter of apology, confirm that the agreed tariff has now been applied to the account and had been backdated to the date that this agreement was entered into, to demonstrate the tariff charges on the account during this period and compare them to the charges that would have been delivered if the agreement had been properly implemented and to confirm that the credits already provided covered the difference in charging already applied. If this was not the case, The Supplier was to provide an additional credit to ensure that there has been no difference in the charges delivered. In addition The Supplier was to confirm the current position with both accounts and to refund any credit left on the accounts, to indicate how the Direct Debit would be applied to C's account and the steps that would be taken to provide a stable monthly collection figure, to confirm when changes had been made to the Direct Debit scheme and that the new Direct Debit had been properly implemented (to do this C may have to sign and return a new Direct Debit mandate which should be provided to C as soon as the new level has been determined). Any delays in returning this mandate may affect The Supplier's ability to fully provide this proposed remedy and to provide a small goodwill gesture credit to whichever (gas or electric) account had the least in it and confirm this action.

### **1.68**

The Supplier delayed in setting up and issuing C's first electric bill for over ten months. The reason for the delay was the distributor had failed to provide some technical information to allow the supplier to process the account. It was found that a manual bill was eventually issued. The Ombudsman noted the company failed to consider C's ability to pay the arrears balance on the payment plan offered. This is a breach of the Licensing Conditions.

In summary the Ombudsman required the Supplier to ensure that the account is activated for automatic billing; if there is further delay then ensure manual bills are issued; make a goodwill gesture to the account; contact C to discuss C's payment options. Either offer an extended payment plan for the collection of the arrears balance on the account or perhaps the installation of a prepayment meter set to collect the arrears at a low rate; provide energy efficiency advice to the customer; and to issue a formal letter of apology in light of the customer service issues raised and the delay in issuing a bill.

### **1.69**

C had a debt placed on a prepayment meter. After making payments for a number of years C called to enquire about the level of the debt and was given conflicting information. Furthermore, the meter displayed a different level of debt to that the

Supplier had recorded on its systems. Supplier sent several messages to the meter to have the incorrect debt removed. However, credits were applied to the account in error which caused additional confusion and the debt was not removed.

C complained using Supplier's complaint process and was eventually told that C still owed a substantial proportion of the original debt. However, when the case came to the Ombudsman British Gas could not explain how it worked out the debt.

The Ombudsman was of the opinion that the outstanding balance could not be worked out with the information provided and given the shortfalls in customer service required Supplier to remove the debt, place an additional credit on the meter and send C a letter of apology.

### **1.70**

When C left supplier there was a large credit on C's prepayment meter. Supplier had not updated C's prepayment meter at the last few price changes and it recalculated the outstanding credit to be far lower than C expected to receive. C's daughter disputed the level of credit on C's behalf and it appears there was a shortfall in customer service. Supplier maintained that the credit was correct but offered C a goodwill gesture for the shortfalls in customer service.

The Ombudsman was of the opinion that the bill was accurate but that there had been shortfalls in customer service. The Ombudsman required Supplier to maintain its offer.

### **1.71**

C was chased for payment and declined to increase the Direct Debit payments to ensure the level of service used was being met. The supplier stated that a debt was owed and the monthly level of usage was not being covered by the amounts paid by C. It was found that the supplier was correct to charge C and that there was no incorrect payments taken. However, the supplier had not shown C a level of service normally expected and this was a service shortfall.

The supplier should make a goodwill gesture payment, for any inconvenience caused, and send a letter of apology for the service shortfall, highlighted in the provisional report.

### **1.72**

C sent a cheque payment to the Supplier and its staff confirming its receipt, but this payment was not taken off the bill. It seems that the cheque was returned unpaid and while the payment was shown as withdrawn from C's account the Ombudsman considers it likely to be a banking error. The Ombudsman notes that the Supplier cancelled C's method of payment in error. She considers the Supplier failed to take ownership of this case and C chased it for satisfactory answers to the complaint.

In summary the Ombudsman requires the Supplier to contact C to arrange a Customer Payment Scheme by Direct Debit; maintain the outstanding disputed charges; make a goodwill gesture in light of the costs and inconvenience incurred; and to issue a formal letter of apology for failing to provide adequate replies and a satisfactory level of customer service.

### **1.73**

C disputed how the Supplier calculated the bills and its pricing structure. The Supplier explained how C's bills were calculated and that it was based on estimated readings as no actual readings had been provided. C experienced a poor level of customer service. The Supplier made a goodwill offer, which C declined.

The Ombudsman was satisfied with the explanations provided by the Supplier. The Ombudsman considered that a shortfall in customer service had occurred but found the Supplier's offer to be reasonable. The Supplier was required to fulfill its goodwill offer and write a letter of apology.

### **1.74**

C received bills for another meter that did not belong to the property. C informed the Supplier but the issue was not resolved with C continuing to receive incorrect bills. The Supplier did eventually send someone to check the meter but the results were not used by the Supplier. C continued to complain and another appointment was booked. The Supplier failed to keep to this appointment and compensation was offered to C for this. C failed to receive this until some time later. A further appointment was made however this issue was not resolved until much later. The Supplier issued C with an amended bill showing an outstanding balance. C was not happy to pay the full amount due to the length of time this has taken to resolve. The Supplier offered a credit for the phone calls made but C was still not happy with this offer.

The Ombudsman concluded that an error has been made by the Supplier and that C had experienced a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, offer a further credit to reflect the shortfall in customer service and the failure to issue the compensation payment, to clear any previously unbilled charges prior to two years before the amended bill was produced and to offer a payment plan to allow C to repay the outstanding balance taking into account C's ability to pay.

### **1.75**

C moved into a property and requested that the Supplier provided the property with gas and electricity. It was not until some time later that the account was set up. This had been caused by an issue with the meter supply numbers however C was left unaware that payments were not being taken for the usage. When the account was set up, a large outstanding balance had accrued on the account however the Supplier did agree to clear all charges prior to one year as per the Code of Practice for Accurate Billing. C remained unhappy and a further credit was offered for the poor customer service. C

then started receiving letters from a Debt Collection Agency for another account however the Supplier did not address this issue. Bills for C's account were also sent during this time despite the fact that the account was under dispute.

The Ombudsman concluded that there had been a delay in billing the account but that the Supplier was correct in applying the billing code. It was acknowledged that there had been a shortfall in customer service and the Ombudsman required the Supplier to issue an apology, maintain the offer to clear charges prior to one year, offer a further goodwill payment to reflect the delay in billing and the continued shortfall in customer service and distress caused and to offer a suitable payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

### **1.76**

C received a demand for payment for an address similar to C's own. C contacted the Supplier to explain that the name on the account was incorrect and that the address had been mixed up. C confirmed that a different supplier provided C's electricity. C continued to receive payment demands and despite many attempts to resolve this, the Supplier failed to correct the billing error. An external debt collection agency chased payment. The Supplier then investigated the complaint and found that the debt did relate to C's property, albeit from some years earlier.

The Ombudsman was of the opinion that the delay in chasing an old account balance fell within the terms of the billing code and that the debt should be removed. The debt collection action was therefore unwarranted. The Supplier was required to issue an apology and to confirm that C's credit file had not been adversely affected as a result of this matter. The Supplier was also required to issue a payment to C as a gesture of goodwill in recognition of the shortfall in customer service as a result of the delayed billing of the account.

### **1.77**

C contacted supplier and requested a bill on numerous occasions. Due to system problems the supplier could not issue one. The supplier advised that it was in the process of amending the account so a bill could be issued.

The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide a goodwill payment, to provide C with an update as to when it proposes to update C's account and issue C with an actual bill and to advise C what the outstanding balance is likely to be.

### **1.78**

C had supply of gas with Supplier. The Supplier estimated bills for a long period of times and, when it received actual readings, it disregarded them as it considered they were inaccurate. This led to a large debt accruing on C's account.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for failing to use the actual readings. She also required that the Supplier offer C a suitable payment plan.

### **1.79**

C had gas supply with Supplier. It was discovered that the Supplier had been billing at the incorrect meter type, which left a large balance to pay.

The Supplier offered to reduce the balance and set up a payment plan to allow the C to pay off the balance but C wanted the entire bill waiving.

The Ombudsman considered that the Supplier was entitled to charge for the gas that the C had used. She considered that its offer to reduce the balance was fair. She required that the Supplier reduce the balance and offer a payment plan in line with its previous offer.

### **1.80**

C left a property with a prepayment meter and did not leave a forwarding address. When a new tenant moved into the address a meter reading was provided and a final bill was generated. This was sent to the old address for C as the supplier had no other information as to C's whereabouts. Sometime later C applied for a job and said that it came to light that a default had been registered against C's credit history causing the loss of a period of employment whilst this matter was sorted out. There was no support for this claim. C also claimed that original documents had been sent to the supplier and these had been shredded by the supplier despite a request that they be returned. Again, there was nothing to support this claim and it was also found that there was no need to provide original documents and that in these times it would not normally be done. The supplier had provided a goodwill gesture and written off the debt. This was considered a reasonable gesture in these particular circumstances.

No further action was required of the supplier in this matter.

### **1.81**

C complained that incorrect billing had been received. Having considered the history of the account it became apparent that the problem started with a claim made under the Direct Debit Guarantee Scheme which recalled a payment that was then re-billed. The position was made worse when a re-instated Direct Debit took over a month to start and another payment was missed. It was accepted that the position may have been confusing but the supplier was not criticised for this.

The Supplier was required to confirm the outstanding amount on the account setting out the history of action on the account since November 2006 and offer a repayment plan if necessary.

### **1.82**

Supplier billed C using transposed readings for several years. When it realised it re-billed the account which left a large outstanding balance. C complained and the supplier offered to credit the account and allow C to pay off the balance over two years. It offered a greater credit if C paid immediately.

After the complaint came to the Ombudsman the supplier reviewed its offer and decided to withdraw all unbilled charges from more than two years ago.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required the supplier to maintain its offer, apologise and offer C a payment plan.

### **1.83**

C moved into a property and used a prepayment for a short period until a credit meter was fitted. C received the first bill however this showed a large outstaying balance. C queried this with the supplier but despite the supplier admitting that an error had been made, C continued to receive demands for payment. C sent several letters to the supplier and it did eventually agree to set up a new account, refunding C and issuing a goodwill payment. C failed to receive the refund and also received a further demand for payment now addressed to someone else but at C's property. C wrote to the supplier and the refund was reissued however the supplier failed to address the issue regarding the bills in someone else's name. C sent a final letter but failed to receive a response.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to issue a written apology, credit the account with a goodwill payment and confirm that no further bills would be sent for a different account in someone else's name.

### **1.84**

C advises that they received a large bill because the bills they had been sent for a period of three years had been under estimated. C would like the outstanding balance wavered. The Supplier advises it used an incorrect start reading and then did not use the readings provided by its meter readers as they did not correspond. The Supplier states it has implemented the Energy Retailers Association Code of Practice and only back billed C two years and awarded a gesture of goodwill on top of this.

The Ombudsman found that C had experienced a shortfall in the way their account had been billed but considered the goodwill gesture the Supplier had made was sufficient in addressing this matter. The Supplier was required to apologise for any inconvenience this matter has caused and arrange a payment plan to pay the outstanding balance off taking in to account C's ability to pay.

### **1.85**

C advises they received a large electricity bill which they dispute. C says they had their Direct Debit decreased some time ago and feels this has led to them receiving a large bill. The Supplier advises that it under estimated C's account despite receiving readings and has implemented the Energy Retailers Association (ERA) back billing code. The Supplier had also offered C a payment plan to pay the outstanding balance off.

The Ombudsman found the ERA's billing code had been adhered to and considered this sufficient in addressing the shortfalls in the billing of C's account. However, it was found that the Supplier had not implemented the code until it received a case-file request from the Ombudsman. This was considered a shortfall in the service C had received. The Supplier was required to maintain its offer of a payment plan, apologise for the shortfall in service and award a gesture of goodwill in recognition of this.

### **1.86**

The Supplier sent a credit statement but failed to refund the credit balance as requested. It was determined no credit balance was due as the account had not been updated with charges and the prepayments received in a timely manner. The Ombudsman noted the Supplier failed to respond to C's letters of complaint and as a result C experienced a shortfall in customer service.

In summary the Ombudsman required the Supplier to make a goodwill payment in recognition of the customer service issues raised, failure to respond to letters, inconvenience caused to C and out of pocket expenses C's incurred when seeking resolution; and to issue an apology letter including an final statement of account up to the date the service transferred to the new supplier.

### **1.87**

C advises they had not been billed for their electricity supply for a period of three years. Their supplier has back billed them for a year only but C would like the whole outstanding balance wavered. The Supplier advises it has adhered with the Energy Retailers Association code of practice by back billing C for a period of 12 months only and has offered a payment plan to pay the remainder off.

The Ombudsman found that the Supplier had adhered to the Energy Retailers Association in back billing C for a period of 12 months only and found this to be sufficient in addressing the shortfall in C not being billed for their electricity for three years. The Supplier was required to maintain its offer of a payment plan taking into consideration C's ability to pay and apologise for a distress and inconvenience this may have caused.

### **1.88**

C arranged dual fuel deal with Supplier but was concerned that Direct Debit was set at very low level. Supplier stated that Direct Debit would be adjusted after six month meter reads, but did not make adjustment for nearly 18 months. This resulted in a debt and an

increase in C's monthly Direct Debit. C maintained they had tried to get the Supplier to increase Direct Debit over the period, but had no documentary evidence. Supplier claimed that Direct Debit's were normally assessed annually and that price increases had contributed to the debt.

The Ombudsman found that the Supplier had failed to reassess C's Direct Debits which was considered a shortfall in service. It had also failed to provide an explanation to C in their response which was considered a further shortfall. The Ombudsman required the Supplier apologise and award a gesture of goodwill in recognition of these shortfalls.

### **1.89**

C decided to transfer combined gas/electric/telephone account to new supplier and cancelled Direct Debit. C then phoned the supplier and demanded repayment of current credit balance on account despite the supplier indicating there was a final balance yet to be determined. C received last quarter's bill, excluding electric shortly after calling the supplier and decided this was final account despite dates not including usage to transfer dates. C paid last quarter's bill but refused to pay final account claiming this was already paid. C did not contact the supplier until receipt of collections letter some 2 months after date of final account. Despite full explanation of reasons behind final account and offer of £69.19 goodwill payment C continued to protest final bill and tried to impose £50 full and final settlement unilaterally on the supplier. C also objected to use of debt collectors.

Ombudsman found the supplier had fully explained situation and made a generous goodwill payment. Ombudsman rejected claim that C's credit history be repaired as this had resulted from C's actions and also rejected C's claim that C's personal details should not have been released to debt collectors. Ombudsman ruled that C should pay outstanding balance immediately, or contest account in county court. Ombudsman also ruled certain actions by debt collectors had been improper and instructed the supplier to report this to the Office of Fair Trading.

Account transfer, confusion over final account, disputed right to submit final bill, attempt to impose full and final settlement unilaterally by C, release of personal data to debt collector, goodwill payment £69.19, improper action by debt collector, referral to OFT

### **1.90**

The Supplier failed to set up a gas account for C and generate bills for over two years. C believed the gas supply was with another supplier and Transco's records were inaccurate. The Supplier applied the back-billing Code of Practice but C remained unhappy with this action. The Ombudsman considers C was inconvenienced by the matter but that C is liable for 12 months of charges for the energy used. In summary the Ombudsman requires the Supplier to make a goodwill gesture in recognition of the service failure, administration issues and inconvenience this matter has caused C; maintain the outstanding balance on the account; offer C an extended

payment plan; allow the transfer to go ahead should C contact C's preferred supplier to make the appropriate arrangements; and to issue a formal letter of apology.

### **1.91**

### **1.92**

C transferred to the Supplier and on doing this provided the start readings. The Supplier was to send these readings to C's previous supplier so that it could use these at its own final readings. The Supplier made an error with one of the readings and passed this incorrect information to the previous supplier. This led to C being overcharged by the previous supplier. C complained to the Supplier and it maintained that the readings used were correct. It was not until much later that it eventually agreed to amend the readings. The Supplier offered C a goodwill payment but C was not happy with this offer.

The Ombudsman concluded that an error has been made by the Supplier and C had experienced a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, offer a further goodwill payment for the shortfall in customer service and to issue an amended statement showing the corrected reading.

### **1.93**

C complained as Supplier did not provide a statement of account for the pre-payment meter. Despite numerous contacts with supplier this request was not actioned. Supplier did not provide a case-file.

The Ombudsman said that it was disappointing to learn that the supplier had failed to provide the Ombudsman's Office a copy of case-file details relating to C's account, despite numerous requests being made. Without the case-file it was considered that it may be difficult to fully determine the level of customer service delivered to C. However, C's complaint was considered taking into account the supporting evidence C had provided to support the complaint. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide a statement of account from the earliest date possible to date; to refund any amount as appropriate in the form of a cheque; and to make arrangements for the meter to be re-set if necessary.

### **1.95**

C moved into a property but did not provide an opening meter reading. The Supplier billed the account from an estimated start reading, to a recent accurate reading obtained via a meter operator. C contacted the Supplier to dispute the start reading. The Supplier re-billed the account to an amended start reading, but failed to take the recent

accurate reading into consideration and used a lower estimated reading instead. Subsequent bills were issued based on the low estimated reading. As a result, C's usage was underestimated until another accurate reading was obtained. This resulted in C receiving a large bill for backdated usage. C complained. The Supplier offered to apply a credit as a gesture of goodwill and offered an extended payment plan, but C remained unhappy with the offer.

The Supplier confirmed that in line with its own policy on estimated charges, a further reduction had been applied to C's account as a goodwill gesture. The Ombudsman was satisfied the reduction applied by the Supplier was reasonable. However, it was noted the Supplier had not responded to C's letters, and that the Supplier had not apportioned usage fairly to reflect price changes when the backdated charges were initially applied. This was considered to be reflective of a shortfall in customer service. The Supplier was required to apply a further credit as a goodwill gesture, issue an up to date bill, which showed all the credits and reductions applied to the balance, maintain its offer of a payment plan and clarify if C had received a cheque it had sent. If the cheque had not been cashed, the Supplier was required to apply the cheque amount to the account as a further credit.

#### **1.96**

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. She also required that the Supplier install a credit meter in C's premises.

#### **1.97**

C changed electricity providers and took out service with Supplier. C provided a meter reading that was not used and the Supplier billed to an incorrect reading. The C made a complaint, but the account continued to be estimated. Eventually, the Supplier amended the bills and made a goodwill payment to C

The Ombudsman required that the supplier make a further goodwill payment and written apology to C for the inconvenience caused as it considered that the goodwill previously made did not fully reflect the inconvenience caused.

#### **1.98**

C had electricity service with Supplier. The C had metered changed but the Supplier did not have record of the exchange, leading to incorrect bills for C. Following the complaint, the Supplier updated its records and billed C correctly.

The Ombudsman required that the supplier make a goodwill payment and written apology to C for the inconvenience caused. It also required that the Supplier offer C an extended payment plan.

### **1.99**

C complained that the supplier was charging them excessively or that the meter fitted was faulty. The supplier investigated this and stated the consumption may be correct, given C's set up and circumstances. It offered further action, but which had a cost implication for C.

The Ombudsman considered that the further work recommended by the supplier including fitting a new meter should be completed, but without the cost being passed on to C. If the original meter was found to be faulty, C's previous consumption was to be re-assessed against the consumption recorded by a check meter and re-billed against a new average. If the meter was not found to be faulty, the supplier was recommended to suggest a payment plan that takes into account C's ability to pay the arrears.

### **1.100**

C did not understand their bills and requested a breakdown from the Supplier. C did not receive any response from the Supplier despite several complaints. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to respond to C. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman required the Supplier to provide C with a breakdown of their account, make a goodwill payment and write a letter of apology.

### **1.101**

C complained to the supplier when a payment that had been made did not appear on the statement. The supplier offered to investigate this matter. C contacted the supplier to chase progress of the complaint and was advised that the payment had been found. When C received the next statement it still showed less payments than C expected. C queried this again with the supplier and eventually discovered that the payment had not still not been located and the incorrect advise had been given. The supplier eventually resolved this issue but C requested compensation for the inconvenience caused.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to issue a letter of apology, credit C's account with a goodwill payment, confirm C's new monthly payments and how this had been calculated and to confirm that all payments had been received to date.

### **1.102**

C received a bill which contained incorrect readings. C contacted supplier and it did not take action regarding C's complaint for several months. C continued to receive a variety of incorrect bills while C was complaining and was given conflicting advice by Supplier's staff. A bill which Supplier said was based on correct readings was created but it was vague and C could not be confident that it was correct.

The Ombudsman was of the opinion that supplier needed to make the bill clear to C. It needed to show C's payments against the charges and include any credits that had been applied. The Ombudsman also required supplier to apologise and apply a goodwill credit to the account.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C complained that the supplier had billed them incorrectly after sending estimated bills. The supplier investigated and reported to C that C had mixed up their electricity and gas meter readings. It did however; accept that there had been poor customer service which would be looked into further. The supplier apologised and offered a goodwill payment.

The Ombudsman considered there had been poor customer service, specifically as the supplier had acknowledged. It was required to make an additional goodwill payment as the first was considered inadequate. It was also recommended to set up a payment plan, as had been suggested, but there was no evidence to justify a reduction in the bill as C had requested.

## **6.0 Billing - Inaccurate Meter Reading**

### **6.1**

C believed their meter was faulty and discounted their charges. The Supplier tested the meter and confirmed it was recording accurately. C then incurred a large debit balance. The Supplier explained that C had incorrectly received a refund and when the error was noticed this was corrected. C experienced a poor level of customer service. The Supplier made a goodwill payment.

The Ombudsman appreciated the inconvenience C had been caused but considered that the Supplier had correctly amended the error that had occurred. However, the Ombudsman considered that C had continued to experience a poor level of customer service. The Supplier was required to make an additional goodwill payment, write a letter of apology and make a payment arrangement with C.

## **6.2**

C received a high bill for dual fuel from The Supplier. It was established that this had built up due to The Supplier relying on inaccurate meter readings from its meter operating service. The Supplier offered C the opportunity to repay the amount that had built up in this way, over an extended period. Whilst the goodwill gesture was considered appropriate the period allowed was not. The view was taken that the length of time that inaccurate readings had been relied on was considered the appropriate length of time to allow the repayments to be made over.

The Supplier was required to provide a letter of apology for the poor customer service experienced by it relying on inaccurate meter readings, confirm that it had provided a goodwill gesture by a credit to C's account and to allow repayment of the balance over the same period that incorrect meter readings had been relied on.

## **7.0 Billing - Incorrect Account Details**

### **7.1**

C was making payments to the Supplier, but received a bill from another supplier for the same period. C contacted the Supplier and it confirmed that although C had been making payments to it, it had been billing against an incorrect MPRN and that it was not C's supplier. It agreed to close the account and refund the payments C had made. However, no action was taken. C contacted the Supplier several times, but did not receive a refund.

The Ombudsman considered the Supplier's delay in resolving C's complaint and updating its records to be reflective of a shortfall in customer service. The Ombudsman was satisfied C's account had now been closed and refund cheques issued. It was unclear why C had not received the cheques, but it was noted C had moved house, and it was unclear if C had informed the Supplier about the change of address.

The Supplier was required to send a letter of apology, make a payment as a gesture of goodwill, and reissue the refund cheques, if there was no evidence they had already been cashed.

### **7.2**

Disused meters at C's property were disconnected, leaving one meter. C did not receive a bill. When C transferred to another Supplier C received estimated bills for the disconnected meters. C asked the Supplier to explain why bills for usage against the disused meters were issued but did not receive a reply. As resolution, C wanted the Supplier to provide details of the meter readings used to bill the account and for it to confirm the account balance was correct.

The Supplier agreed to issue an amended statement for charges against the correct meter based on the meter readings it had obtained.

### **7.3**

C established that The Supplier had been collecting a debt that was not due to it via its meter. C requested a refund and was told that this would be provided. The Supplier accepted this and C's complaint that there were considerable delays in providing the refund. It was considered helpful that The Supplier accepted the complaint as made and it was found that The Supplier had delivered poor customer service in causing these delays.

The Supplier was required to provide a letter of apology in respect of the delays and poor customer service experienced in this case and to provide a goodwill gesture to reflect the poor customer service experienced.

### **7.4**

C received bill from the Supplier for a debt accrued to the lack of recalibrating a meter for two years. C disputed this with the Supplier but remained dissatisfied with the response received. C requested a full breakdown of the account as believed the Supplier had been overcharging C. The Supplier said it had removed any debt older than two years and viewed this as reasonable.

The Ombudsman obtained further evidence from the Supplier which showed that C's meter had been recalibrated twice. The debt accrued was not from lack of recalibration for two years but due to the last increase not been updated to the meter. The ombudsman therefore said that the Supplier's reduction of the debt was reasonable and said that the Supplier should contact C to arrange a suitable payment plan.

### **7.5**

C complained to the supplier about its failure to provide an electricity bill. The supplier explained that this was due to systems errors which were affecting the account. However, the balance of available information suggested the supplier had failed to make promised call backs or respond to correspondence in a timely manner. The supplier's case notes also outlined that the actual transfer had also been delayed due to staff failing to input the MPAN correctly.

It was concluded that a letter of apology should be sent for the avoidable delays and poor customer service received. In resolution the supplier was required to make a goodwill credit to the account and continue to monitor C's account until this matter was rectified. At this point the supplier was required to only bill C for the last 12 months consumption and offer a payment. The supplier was also required to provide written confirmation of any action taken, as well as regular updates on the billing problem.

## **8.0 Billing - Lack of Information**

### **8.1**

C complained that the supplier requested various arrears amounts, but failed to explain the reasons. C complained but the supplier did not respond until after several months had elapsed. The supplier investigated the complaint lodged with the Ombudsman and stated there were payments but they had not been used on C's account, which fell into debt. The supplier stated it contacted C for further information, but had received no reply.

The Ombudsman considered the information request and investigation should have been done sooner and that an explanation could have been given to C earlier. This was considered to have been a poor service for C. The supplier was required to make a goodwill payment in recognition of this shortfall and provide an updated bill to show the new balance after the goodwill payment has been completed.

## **10.0 Billing - Missing Payment**

### **10.1**

C received a final bill for an account number which was not theirs. C says they have paid for their usage already during this period and thinks their payments have been used to pay an outstanding balance off at another address. C would like the outstanding balance waived. The Supplier advises that the final bill is for fuel used at C's address and C has already received a gesture of goodwill in recognition of misinformation they have received.

The Ombudsman found that C's account had been ceased in error and the Supplier had problems reinstating it. It was considered probable the account number was C's new account number; however, the Supplier was required to confirm this with C. It was found that C had not had a response to all the letters they had sent. In addition, it was found that the debt had accrued due to C previously receiving a refund in error. These were considered shortfalls in service. The Supplier was required to apologise and award a gesture of goodwill in recognition of these shortfalls.

## **11.0 Billing - No Bill Received**

### **11.1**

C requested the Supplier to set up an account for them but after a long delay the supplier had still not set up the account. The Supplier explained that it had not received the meter details from the previous supplier and was unable to activate an account. The

Supplier confirmed that it was escalating the matter to get the account set up. The Supplier offered C a reduction on their bill once the account was activated. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to take appropriate action and set up an account for C. The Ombudsman required the Supplier to fulfill its offer of a reduction. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The supplier was required to make a further goodwill payment, write a letter of apology and offer C a payment plan.

## **11.2**

C complained that the supplier failed to provide a bill for two years and added a charge when a change was completed to their account. The supplier failed to investigate the complaint or justify the charges, but C reported that the supplier conceded that it had made an error. It offered to reduce the outstanding balance, but C rejected this as inadequate.

The Ombudsman considered the offer by the supplier was insufficient; it was required to increase the offer and make an apology for the poor customer service, with a goodwill payment in recognition.

## **11.3**

C moved into property and contacted preferred supplier to transfer energy supplies. Two years later C discovered that the gas supply was not with preferred supplier. C then received a large gas bill from the Supplier which C disputed. The Supplier reduced the debt and offered a payment plan but C declined. C requested that the Supplier only back bill for one year. The Supplier said that it was not aware that C had moved into the property and that was why C received no bills. When the Supplier received notification to transfer the supply it was only at that point it was made aware that C had used gas at the property. The Supplier duly billed C for usage. The Supplier said that as it had not been notified by C then it was not at fault but as goodwill is offered to apply the billing code of practice and remove all debt older than two years old.

The Ombudsman said it was evident that the Supplier was not at fault as it received no notification from C or another supplier that C had moved into the property. The Ombudsman therefore confirmed that the billing code of practice did not apply. The Ombudsman said that the proposal from the Supplier was reasonable as was the offer of a 12 month payment plan.

## **13.0 Billing - Payment Method**

### **13.1**

The Supplier failed to advise C that the DD schedule is subject to review in its sales call. C complained about the increase in the cost of the service but it was found the company charged the customer on the agreed rate. C maintained the charges the sale was made on the promise of reduced prices yet found this not to be the case. The Supplier applied a reduction to the final bill in recognition of its failure to explain the DD during the sales call.

In summary the Ombudsman required the Supplier to ensure the duplicate payment made was refunded to C; make an additional goodwill gesture in recognition of the misinformation, inconvenience experienced, customer service issues raised, and costs incurred; and to issue a formal letter of apology including an assurance C's credit history has not been adversely affected by its actions.

In addition the Ombudsman recommended that the Supplier reviews any training issues that are raised in C's case.

## **14.0 Billing - Quality of Customer Service**

### **14.1**

C complained that the supplier billed them incorrectly for the wrong property. C complained but the supplier failed to respond initially and then asked C to assist in getting the correct information it needed instead of obtaining it itself. The supplier acknowledged C's problems and offered a goodwill payment.

The Ombudsman considered the goodwill payment was appropriate, but required an additional payment and apology in recognition of poor customer service and unnecessary debt collection escalation. The supplier was also required to ensure C's credit reference had not been adversely affected.

### **14.2**

C moved into property and provided meter readings. Supplier issued bills in the name of the occupier and did not create an account for C despite numerous phone calls. It was disappointing to learn that supplier has failed to provide the Ombudsman's Office a copy of case-file details relating to C's account, despite requests being made.

The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; to apply a reduction in the outstanding balance of the bill due to there being a delay in issuing the correct bill; to use the meter reading from the date C moved into the property; to create an account in the correct name and to provide assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

### **14.3**

C moved address but received a bill from the Supplier for gas usage after C left the property. C disputed the bill and was informed to ignore it. C then received letters chasing payment from a debt collection agency. C sent a letter to the Supplier but received no response. C requested that the disputed amount be removed, C's credit file not be affected and a letter of apology. The Supplier admitted it had failed to close C's account which caused an incorrect bill to be sent to C. The Supplier said it had now billed C correctly and sent a letter of response.

The Ombudsman was concerned that the Supplier failed to close C's account which then caused C to receive an incorrect bill. The Ombudsman was also concerned that C had received contact from a debt collection agency for a debt that was not C's. The Ombudsman required the Supplier to award a nominal goodwill payment, ensure C's credit file had not been affected and send a letter of apology.

### **14.4**

C was unhappy that the Supplier would not provide an amended pro rata bill based on actual meter readings. The Supplier maintained that as there were problems in obtaining actual meter readings, the outstanding balance calculated using partial rebilling was still required to be paid by C.

The Ombudsman considered that the Supplier should recalculate C's bill for the full time period, given the doubt over the problems in obtaining actual readings.

### **14.5**

The complainant received a high bill and complained to the Supplier about this. The Supplier explained that the reason for the high bill was due to estimated previous bills and an incorrect start read. The complainant was unhappy about this and complained to the Ombudsman.

The Ombudsman noted that the complainant had been sent estimated bills and correct charges had been applied to the account within the period specified by the Industry Back Billing Code. The Ombudsman was satisfied that the charges were valid and as the account holder, the complainant was responsible for them.

However, the Ombudsman commented that the Supplier had failed to achieve its aim of regularly obtaining reads and this had caused inconvenience to the complainant. In recognition of this shortfall in customer service the Ombudsman directed the Supplier to make a goodwill gesture to the complainant.

### **14.6**

C had a tariff that was paid weekly. Without telling C the Supplier changed the meter and the tariff on the account. This led to C building up a large debt which, due to limited

finances could not be paid. This was viewed as poor customer service and C was unable to meet the increased payments requested. As C had not brought this situation about The Supplier was required to take action to reflect the poor customer service it had provided.

The Supplier was required to provide a letter of apology for the poor customer service experienced in this case; to provide a goodwill gesture, in the form of a credit to the account, to reflect the poor customer service experienced; to contact C to discuss the most economical and appropriate tariff's available; allow C to change to the tariff of C's choosing; and to allow a repayment plan that took account of C's ability to pay.

#### **14.7**

The complainant had two properties within the same grounds and transferred supply for both to a new supplier. The complainant then received a final bill showing the account to be in credit but later on received a further final bill for a considerable sum. The complainant disputed the outstanding balance shown on the late final bill which resulted in the supplier recalculating readings against known accurate readings and producing a revised bill for a lesser amount. The complainant remained unhappy with this and complained to the Ombudsman.

The Ombudsman came to the conclusion that the confusion had arisen as the complainant had two separate accounts which meant two respective final bills would be generated. This accounted for the reason why the complainant received one bill showing an account in credit and another showing an outstanding balance.

Having examined the available evidence the Ombudsman came to the conclusion that the readings the supplier had used for the revised bill were accurate and the complainant was responsible for the outstanding balance shown on the revised final bill. However, the Ombudsman recognised that there had been a shortfall in customer service arising from the supplier sending the complainant an inaccurate bill in the first instance and the Ombudsman directed the supplier to make a small goodwill gesture to the complainant to redress this.

#### **14.8**

C complained that the supplier provided bills that varied and led C to complain about an inaccurate meter. The supplier changed the meter, but did not complete an accuracy test on the old meter. It did however conclude that it was not faulty.

The Ombudsman considered the data provided for C's consumption and concluded there was variance which could not easily be explained. The supplier was required to review C's account over a year after the meter was changed and that this profile be used to re-bill C, instead of the charges levied for the preceding years, as C had requested.

#### **14.9**

C complained that the supplier added an arrears charge, when a change was completed to their account to correct a billing error. The supplier investigated and justified the charge, but conceded that it was not well explained to C. It offered to reduce the outstanding balance and accepted that it had made an error. C rejected the supplier's offer, wanting the whole bill cancelling.

The Ombudsman considered the offer by the supplier was generous; it was required to complete the offer and make an apology for the shortfall in customer service to C previously. C was recommended to settle the arrears that remained and take advantage of a suggested payment plan.

#### **14.10**

C cancelled and settled an account as there was to a move from the property. The Supplier cancelled the account but later, in error reinstated the account and continued to bill C as though the account was still live. Despite a number of calls to The Supplier it continued to keep the account open, even after establishing that it should be closed. This was found to be due a system error. It was found that there had been poor customer service in reinstating the account and then in taking too long to rectify matters.

The Supplier was required to provide a letter of apology for the poor customer service experienced and the delay in resolving this matter, confirm that the original account had been closed and that no further action will be taken in relation to it, to confirm that no harm has been suffered by C's credit history and to provide a goodwill gesture, in the form of a cheque.

#### **14.11**

C complained that the supplier took many months to complete a transfer of services from their old supplier. The supplier acknowledged there had been a delay, but that there were issues with a third party beyond its control. The supplier eventually completed the transfer for C, but not before a secondary error was made causing further delay. The supplier offered to make a refund for C's costs but this was rejected.

The Ombudsman considered there had been poor customer service for C and the delays had been excessive with a shortfall in customer service that the supplier could have taken more action over. The supplier was required to make an apology, complete the goodwill payments already offered and provide an additional small payment in recognition of the delay and subsequent error.

#### **14.12**

C complains that the Supplier had overcharged by approximately 1000 units of electricity. The account was updated with an actual read and the Supplier maintained its bills were accurate. C disputed the actual read however did not supply the Ombudsman with evidence to support the claim. The Ombudsman concludes it likely that the meter

accurately recorded C's usage and maintained the balance of the account. She considered there was a shortfall in customer service that caused C inconvenience.

In summary the Ombudsman required the Supplier to offer C a payment plan; make a goodwill gesture in recognition of the contact costs and inconvenience caused; and to Issue a formal letter of apology in view of the customer service issues rose.

#### **14.13**

C complained that the supplier increased their regular payments without warning and did not provide a refund as C expected. C complained to the supplier that they had been incorrectly billed for several years. The supplier explained that C had been billed incorrectly due to an incorrect meter reading C had provided. The supplier offered a goodwill payment and an apology. C disputed this and wanted the bill greatly reduced

The Ombudsman considered the arrears was correct, given price rises were to be expected. The goodwill gesture was also considered generous. However the supplier was required to make an apology for the lack of written response to C's letters, which was considered a shortfall in customer service. It was also recommended to suggest a payment plan that took into account C's ability to pay.

#### **14.14**

C complained that the supplier sent a large bill unexpectedly and withdrew a large payment by Direct Debit that caused C financial embarrassment and for them to go overdrawn with their bank. The supplier stated that C had been alerted in advance and when the payment had been recognised as an error, it refunded C in full. It also offered a goodwill payment.

The Ombudsman considered that the supplier had acted appropriately, but that an additional goodwill payment was required in recognition of the inconvenience for C. However the claim for C to be paid further compensation for having taken time off work was considered excessive.

#### **14.15**

C was unhappy with a final bill from C's Supplier which had been based on an estimated reading. Actual readings were provided, however, C still received final demand based on the estimated readings causing distress. The Supplier acknowledged the error and provided an amended bill, writing off the outstanding balance and offered a goodwill payment.

The Ombudsman considered that the Supplier should offer C a further goodwill payment in view of the distress caused and the how the complaint was handled.

#### **14.16**

C received a large bill from the Supplier and disputed this. The Supplier reduced the debt but C remained dissatisfied. The Supplier said that the debt had accrued as C had not paid enough each month and bills had been estimated. The Supplier said that incorrect final meter readings had been used and once this was corrected relevant credits were applied. The Supplier said it had offered C a 20% reduction plus a 12 month payment plan but C had declined.

The Ombudsman said that after review of the information provided the outstanding balance did appear to be correct. The Ombudsman was however concerned with the billing errors and viewed this as poor customer service. The Ombudsman said that the proposed goodwill was viewed as a reasonable resolution in recognition of any service issues C encountered.

#### **14.17**

C complained that the supplier charged them on a higher rate than had been agreed. The supplier threatened legal action and sent bills which it later conceded were inaccurate; C had been offered a reduced tariff in error by the supplier. It offered to correct the tariff and make an apology.

The Ombudsman considered there had been poor customer service for C, but the tariff errors had now been rectified. The supplier was required to make an apology in writing, provide a goodwill payment in recognition and confirm the balance that remained.

#### **14.18**

C received a large bill from the Supplier which C disputed. C then received an even larger bill from the Supplier. C complained that C had received threatening letters from the Supplier. C said that the error was resolved but the Supplier failed to respond to letters sent. The Supplier said that in error the incorrect meter reading was inputted twice causing the account to bill incorrectly. The Supplier said that this had been resolved.

The Ombudsman was concerned that the Supplier inputted the meter reading incorrectly twice and this was viewed as a shortfall in customer service. The Ombudsman required the Supplier to award a nominal goodwill payment and to send C a further letter of apology.

#### **14.19**

TP advised that C moved into a care home and TP called the Supplier to cancel the service. TP complained that service was not cancelled and when it was the Supplier delayed sending the account refund. TP said that several cheques had been received but these did not amount to total refund. The Supplier said that it was unable to completely finalize the account until C's property was sold and the new occupiers moved

in. Once this was completed the account was not as much in credit due to usage charged between when TP gave a meter reading and when the new occupiers moved in.

The Ombudsman reviewed the information provided and confirmed that no further refund was due. The Ombudsman also confirmed that the Supplier was unable to completely finalise the account until the property was sold as C remained responsible for all energy usage until this time. The Ombudsman noted that the Supplier failed to provide TP with a written response to two letters and this was viewed as a shortfall in customer service. The Ombudsman required the Supplier to award a goodwill payment in recognition of this.

## **21.0 Transfer**

### **21.1**

C moved to a new address but the supplier was slow to complete its Home Mover process. This led to delays in providing accurate billing. C made one nominal payment which for some time the supplier failed to apply to the account. This payment was later applied to the account and the supplier also provided a goodwill gesture which was considered appropriate. The supplier clarified the amount that was outstanding on the account and it was considered that a payment plan should be arranged to assist C in repaying this amount.

the supplier was required to provide a letter of apology in respect of the delays experienced and the poor customer service experienced, to set out how it arrived at the outstanding balance and demonstrate that this amount took account of both the payment and the goodwill gesture credited to the account and to arrange a payment plan that C is able to afford.

### **21.2**

C advises they moved house and requested their supply be transferred to a new supplier; this did not happen. C advises C's current supplier blocked the transfer and has not used the meter readings C's has provided. The Supplier advises it has blocked C's supply transferring on the grounds that monies are outstanding on the account and that it has never received any readings from C.

The Ombudsman found that the Supplier did not receive a request of transfer until some time after C had moved in. At this point there were outstanding monies owing on the account and C's Supplier was within its rights to block the transfer. No evidence was found to suggest that C had supplied meter reading to their Supplier. The Supplier was required to provide a single point of contact for C to provide their readings to and bill C accordingly. Once the outstanding balance is cleared C would be free to change suppliers.

### **21.3**

C moved into a property and signed up with the Supplier. C then received a bill from another supplier and on contacting this supplier C realised that it was this supplier that was actually supplying the property. C paid the bill and rang the Supplier asking why it had not transferred the supply. The Supplier confirmed that an error had been made and that it had not registered C correctly. The Supplier agreed that a refund would be given however C did not receive this. C continued to chase the promised refund without success.

Following the Ombudsman's request to the Supplier for a case file, the Supplier contacted C to advise that the cheque would be reissued with an additional payment to reflect the delay. The Ombudsman had confirmation from both parties that the complaint was resolved.

### **21.4**

C transferred services from an old supplier to the supplier and received incorrect invoices. The supplier accepted that an estimated reading was taken which was incorrect. The supplier offered a goodwill gesture credit for any inconvenience. It was found that C had been inconvenienced but that the goodwill gesture credit was reasonable in the circumstances.

The supplier was required to make a goodwill gesture credit against the outstanding balance, send a recalculation of the account setting out the credit to be applied and outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

### **21.5**

C received notification from the Supplier that it was taking over C's gas and electricity supply. C had not requested this and queried this with the Supplier. It was eventually discovered that the Supplier had made an error in taking over the supply. The Supplier agreed to transfer the supply back to C's old supplier but C started to receive bills.

Following the Ombudsman's request to the Supplier for the case file, the Supplier offered to close the accounts and to offer an apology and a goodwill payment to reflect the inconvenience caused. The Ombudsman has confirmation from both parties that the complaint was resolved.

## **31.0 Transfer - Non Requested Disconnection**

### **31.1**

Supplier took over the supply of C's gas without C's permission. The Supplier agreed to put C's gas back with the original supplier but blocked the transfer due to an outstanding balance.

Since the complaint was filed, the Supplier has transferred C back to C's original gas supplier.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the inconvenience caused.

### **33.0 Transfer - Request not Actioned**

#### **33.1**

C agreed to transfer both energy supplies to the Supplier but 12 months later the gas supply had not been transferred. C complained that C had made numerous calls to the Supplier and sent a letter but the Supplier refused to provide a written response. The Supplier said that it was unable to transfer the supply due to a discrepancy with C's address held by the Independent Gas Transporter. The Supplier said it could not change the details held as it is not C's supplier and only C could do this.

The Ombudsman concurred with the Supplier and said that only C or current supplier could contact the Independent Gas Transporter to ensure the address details were correct. The Ombudsman was however concerned that the Supplier had failed to investigate or provide C with this explanation for approximately nine months. This was viewed as unacceptable and constituted poor customer service. The Ombudsman advised C to contact the Independent Gas Transporter. The Ombudsman required the Supplier to keep in contact with C on a fortnightly basis; once the address details were amended the Supplier should then arrange to transfer the supply. The Ombudsman also required the Supplier to apply the discounts C missed out on, award a goodwill payment and send a letter of apology.

#### **33.2**

C transferred to a new Supplier. The Supplier confirmed it was unable to provide a tariff to support C's meter, and it was agreed C's supply would return to the original Supplier. However, this did not happen for several years. C was informed the supply had transferred, but the gaining Supplier failed to issue a bill, place C's account on the correct tariff or inform C about any problems with the set up of the account. C contacted the Supplier several times, but the matter remained unresolved. The Supplier eventually agreed to take action to resolve the complaint, but did not do so.

The Ombudsman was satisfied that the offer of resolution made by the Supplier was reasonable. However, as the Supplier had failed to carry out the appropriate actions, and failed to respond from further contact from C, it was required to confirm the date on which C's supply transferred to it, and the opening meter reading used to open the

account, inform C of the account number, use accurate readings to provide an up to date bill, send a letter of apology, confirm the correct correspondence address was held on the account and make a payment as a gesture of goodwill in consideration of the customer service shortfalls and the inconvenience and distress the matter had caused.

## **45.0 Sales - Erroneous Transfer**

### **45.1**

C complained that the Supplier transferred supplies from preferred supplier. C said that the problem was resolved but C then received a gas bill from the Supplier. C disputed this and complained that the debt was referred to a debt collection agency. C also complained that preferred supplier had not billed C for nearly 12 months. C requested a substantial compensation award. The Supplier confirmed that in error it had transferred C's supplies instead of a neighbouring property. The Supplier said it arranged to transfer the supplies back by Erroneous Transfer and this was completed. The Supplier said that C then received a gas bill in error and this was subsequently withdrawn. The Supplier proposed a nominal goodwill payment.

The Ombudsman said that the error with the transfer and the incorrect gas bill was viewed as a shortfall in customer service but the Supplier had correctly transferred the supplies back. C was advised to approach current supplier to complain about the lack of billing. The Ombudsman said that the Supplier's goodwill proposal was acceptable and the Ombudsman could find no justified reason why the Supplier should compensate C for the amount requested.

## **49.0 Sales - Quality of Customer Services**

### **49.1**

C arranged a contract with a new supplier as C expected this to save money. The monthly Direct Debit was not set up and the Direct Debit that was arranged was in fact on a quarterly basis. C complained and an explanation was given and a goodwill gesture offered. This was declined. The complaint process was gone through but the supplier would not increase this offer but did allow C to transfer back to the original supplier. It was explained that when considering an award the Ombudsman service will always keep the award in perspective with the service used and charges billed.

The Supplier was required to repeat its offer to C.