

Table of Contents

1.0 Billing

- 2.0 Billing - Credit Limit
- 3.0 Billing - Data Protection
- 4.0 Billing - Fraud
- 5.0 Billing - Inaccurate Invoices
- 6.0 Billing - Inaccurate Meter Reading
- 7.0 Billing - Incorrect Account Details
- 8.0 Billing - Lack of Information
- 9.0 Billing - Mis-Information
- 10.0 Billing - Missing Payment
- 11.0 Billing - No Bill Received
- 12.0 Billing - Non Requested Disconnection
- 13.0 Billing - Payment Method
- 14.0 Billing - Quality of Customer Service

21.0 Transfer

- 22.0 Transfer - Contract Cancellation
- 23.0 Transfer - Data Protection
- 24.0 Transfer - Fraud
- 25.0 Transfer - Incorrect Action Taken
- 26.0 Transfer - Incorrect Billing
- 27.0 Transfer - Installation
- 28.0 Transfer - Lack of Information
- 29.0 Transfer - Loss of Service
- 30.0 Transfer - Mis-Information
- 31.0 Transfer - Non Requested Disconnection
- 32.0 Transfer - Requested Disconnection
- 33.0 Transfer - Request not Actioned
- 34.0 Transfer - Quality of Customer Service

1.0 Billing

1.1

C complained that the supplier billed them for an extended period when they transferred away. C complained but the supplier did not resolve the matter before C complained to energywatch and the Ombudsman. This then took the supplier many months to resolve. The supplier offered to revise the final bill and cancel any arrears.

The Ombudsman considered there had been continued poor customer service, but the complaint had effectively been resolved. The action to cancel the arrears was considered adequate. The supplier was also required to confirm there was no debt outstanding; make an apology for the continued poor customer service; and provide a goodwill gesture.

1.2

C complained that the supplier billed them at the same time as a third party supplier, for the same consumption. C states they had requested to transfer to the third party, but the supplier maintained its billing. C complained to the supplier and it stated that the third party had been incorrect in the action it had taken; a new reference number had been created erroneously which had resulted in the billing anomaly. The third party subsequently closed the account on the wrong number and refunded C's payments. The supplier therefore concluded its charges were correct.

The Ombudsman decided that the issue had effectively been resolved by the third party closing its account and that the re-billing and goodwill payment made by the supplier were appropriate. It was also required to ensure that C had any dual fuel discount that they may have been entitled to over the period they were a customer and to consider offering a payment plan that took into account C's ability to pay.

1.3

C changed energy supplier, but continued to receive bills. C complained to the supplier and requested a refund, but the complaint remained unresolved.

After speaking to the energy company direct, it was agreed that a final meter reading would be obtained from C's new supplier, the account would be revised and any refund due would be sent to C by cheque. C agreed to the actions proposed by the supplier and it was agreed that a goodwill payment would also be appropriate, together with a letter of apology and an assurance that the account had been fully disconnected.

1.4

C changed a meter to a pre-payment meter and encountered problems with billing. The Supplier accepted that C had been billed incorrectly at the wrong rates and adjusted the bill and offered a goodwill gesture payment. It was found that C had been inconvenienced with regards to the incorrect charges and poor service levels.

The Ombudsman required the Supplier to maintain the reduced adjustment to the outstanding balance, make a goodwill gesture credit, against the outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

1.5

C noticed that the Supplier had stopped taking Direct Debit payments for some time. C contacted the Supplier but the issue was not resolved. C then started receiving incorrect statements for varying amounts. C continued to complain and was promised several call backs from the Supplier which failed to take place. C also sent two letters to the Supplier but failed to receive a response. The Supplier did later resolve the billing issues but as no payment had been taken, an outstanding balance remained on the account.

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

1.6

C complained to the Supplier about high gas usage. The Supplier confirmed that it was not due to a leak but failed to carry out any further investigation. C chased a response on a number of occasions but felt that the Supplier had not provided an appropriate standard of service. The Supplier confirmed that a credit balance was due to be refunded but C did not receive it despite many further requests. C complained again to the Supplier which agreed to another investigation. C did not receive any notification of the outcome but the Supplier did issue a refund, albeit it significantly smaller than that originally confirmed to C.

The Ombudsman noted that the Supplier did not contact C as agreed and that it did not appear to have fully investigated the issues raised. The Ombudsman was also concerned that the Supplier had provided inaccurate information for C regarding the refund due, thereby raising C's expectations. However, the refund provided was considered to be correct as the original refund offered had not taken into account gas used. The Ombudsman required C to issue a letter of apology, written advice about energy savings that could be made, confirmation of the payments made and the gas used, and to provide a goodwill payment in recognition of the shortfall in customer service.

1.7

C complained that the supplier has incorrectly billed them and wiped off a credit that C was expecting. The supplier investigated and found it had transposed readings for many months. It offered a payment plan and a small reduction to C's bill.

The Ombudsman decided that the offers from the supplier were adequate and that it had effectively resolved C's complaint, as they had requested. However, billing of the arrears was to be restricted to the previous year only, in accordance with the Billing Code.

1.8

C's partner left the property but agreed they would continue to pay the bills until the property was sold. C later received a bill showing that payments had not been made. It then transpired that C's partner had cancelled the account advising that they no longer lived at the property. C received bills addressed to the occupier and queried this with the Supplier advising that it could not change the liability on the account without permission. This was agreed however C later received bills now in C's name. It was explained that C's partner had given C's name and this had been taken in good faith. The Supplier explained that if this had been incorrect then it would have visited the property to find who the occupier was, making C the account holder. C advised that there was a written agreement through the solicitor that C's partner would be liable but the Supplier informed C that this was a civil dispute and as such it could not become involved.

The Ombudsman concluded that the Supplier was acting in accordance with the information received and that C would need to take this up with the solicitor if any agreement had not been honoured. The Ombudsman required the Supplier to issue an apology and offer a goodwill payment to reflect any shortfall in customer service, the incorrect billing and any misinformation given.

1.9

C arranged a tariff with the Supplier and received an e-mail confirming the order. The Supplier failed to apply the tariff and the charging experienced was erratic. C disputed the charges and refused payment. It was found that the Supplier had delivered poor customer service in that it failed to apply the correct tariff and failed to address the situation when it was raised. Further, responses made by the Supplier were found to have been inappropriate and not delivered in an appropriate manner. The investigation was also conscious that certain time related benefits might have been lost due to the Supplier's error. It was also considered important that C should be advised as to the different rates that would be charged and the impact these would have on C's account and that C should be allowed to choose the best tariff. Late fees had been applied to the account that was found inappropriate as it was the Supplier's mistake that caused the dispute preventing payment.

the Supplier was required to provide a letter of apology and an up to date account showing all charges made and collected with a comparison showing the charges made if the chosen tariff had been properly applied; the Supplier was also required to waive the late payment charge imposed, to provide a goodwill gesture and to contact C to discuss the most appropriate tariff and to credit the difference in price between the charges actually applied to the account and the charges that should have been made in accordance with the chosen tariff.

If the tariff opted for earlier and not applied tariff was chosen by C it was to be treated as though it started on the original order date so that any price reduction benefits applied to the account periodically were not lost.

1.10

C moved house several years ago and could not trace the Supplier. No gas bill was received until four years later. C asked for a correct bill to be issued using correct meter readings but the bills were still incorrect. C states the Supplier was attempting to bill them for four years usage but C is unhappy with this as they did not receive a bill in this time.

C requested that the Supplier remove the outstanding charges on the account in accordance with the Code of Practice for Accurate Billing.

Following the Ombudsman's request for a case file, the Supplier contacted C and confirmed they would be happy if no further action was taken

1.11

C moved to Supplier but former Supplier provided the wrong meter details. There was much confusion with the account and as a result of the complaint C decided to move to another Supplier. After the case was brought to the Ombudsman's office Supplier offered to credit all electricity charges for the period it supplied C.

1.12

C reported that his meter box was damaged and Supplier made several appointments to have the box fixed. All appointments were missed and now Supplier believes it is C's responsibility to have the box fixed. In consideration of missed appointments and customer service shortfalls Supplier applied credits to C's account and sent C a cheque towards the costs of the repair.

C was not happy with how Supplier had handled the complaint and asked for compensation. No agreement was reached and a deadlock letter was issued.

The Ombudsman was of the opinion that there had been customer service shortfalls in this case and believed that Supplier was able to arrange for the meter box to be fixed. The Ombudsman also believed that Supplier had not adequately compensated for

missed appointments and required Supplier to arrange for the box to be fixed, apply additional credits and apologise to C.

1.13

C's gas bills were underestimated for some time. When a correct reading was used to bill the account, Supplier amended the start reading in error, meaning no significant balance was shown. Supplier then cancelled bill printing and withdrew a Direct Debit from C's account without warning. C complained and also considered the balance incorrect. Supplier then realised its error with adjusting the start reading and billed the account correctly. This produced an even greater balance. Supplier applied the principles of the billing code of practice to reduce the balance and offered C a payment plan.

The Ombudsman was of the opinion that there had been a shortfall in customer service and required Supplier to maintain its offers and apologise.

1.14

C was concerned at a large bill containing unexplained charges. The Supplier explained that these were caused by an erroneous transfer and attempted to resolve the account. However, further inaccurate bills were supplied to C which the Supplier subsequently corrected. C remained unhappy with the goodwill payments provided and did not feel this was suitable.

The Ombudsman considered that the Supplier had taken reasonable action and offered a suitable goodwill payment. However, the Ombudsman considered that a further goodwill payment to be provided as C received debt collection letters whilst the dispute was ongoing.

1.15

C did not receive a bill for a long time. C disputed the bill as it was very large and asked the Supplier to apply the billing code. The Supplier stated that the billing code did not apply as it had not been told C had moved into the property and was therefore unable to bill C. C experienced a poor level of customer service. As a goodwill gesture, the Supplier applied the billing code and reduced C's bill.

The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman was pleased that the Supplier had as a goodwill gesture, applied the billing code. The Ombudsman required the Supplier to write a letter of apology and make a payment arrangement with C.

1.16

The Supplier failed to issue a cheque refund in a timely manner despite repeatedly assuring C that it would do so. C requested the Supplier reduce the Direct Debit payment schedule but it failed to contact C to do so. The Ombudsman concludes that the delay in issuing the refund was poor customer service and administration of the account. In summary the Ombudsman requires the Supplier to make a goodwill payment to the account in recognition of the customer service issues raised and costs incurred; contact C to review the Direct Debit payment schedule; and to issue a formal letter of apology

1.17

C received a bill for their late parents account; the monies had already been paid. C queried this with the Supplier for some months and has been unable to resolve this. C has received letters of disconnection and would like an apology and compensation for any incidental costs incurred. The Supplier advises C's late parents account was transferred to its new billing system but payments made did not transfer. This had now been rectified and the account had a nil balance. The Supplier acknowledges this as a shortfall in the service C received and advises it has already awarded a gesture of goodwill in recognition of this.

The Ombudsman found that C had been referred to a debt collection agency for monies already paid. This was considered a shortfall in service, although the Supplier had already ensured C's credit file was not adversely affected. It was found the Supplier had misinformed C on a number of occasions as to the amount of monies owing on the account; this was considered a further shortfall. The Supplier was required to apologise and award a further gesture of goodwill to the account holder's estate.

1.18

C received a large bill and it was discovered they had not had their meter read for 17 months. C would like the amount outstanding reduced due to the distress this matter has caused. The Supplier advises the bills are a result of C receiving under estimated bills for 17 months. The Supplier states it has already offered a gesture of goodwill in recognition of this and a payment plan to pay the remainder off.

The Ombudsman found suppliers only have to read a meter once every two years. C had received conflicting bills but the goodwill gesture the Supplier had offered was considered sufficient in addressing this matter. The Supplier was required to maintain this offer and the offer of a payment plan to pay the remainder off taking into account C's ability to pay. In addition, the Supplier was required to apologise for any inconvenience and distress this matter had caused. C's usage was high and the Supplier was required to offer energy efficiency advice.

1.19

C had a prepayment meter that was not recalibrated for 11 months. C would like the debt accrued waived. The Supplier advises it has already cleared a large amount of the balance and concludes C should pay for the remainder owing.

The Ombudsman found that the goodwill gesture already applied to C's account in recognition of the shortfall in recalibrating C's account was sufficient in addressing this matter. However, C had been asking for a statement of account that had not been sent. The Supplier was required to supply this and award a gesture of goodwill for not having already done this. The Supplier was also required to apologise for any inconvenience this matter had caused.

1.20

C complained that the supplier had overcharged them and failed to complete requests. The supplier accepted that there had been errors over a meter exchange, but considered that charges had been correct as C had previously been on a prepayment meter; bills could not have been charging C twice, as they had alleged.

The Ombudsman agreed with the supplier over billing, but required an apology for the mix up over the meter installations and delay, a goodwill payment and a payment plan to assist C in clearing the arrears.

1.21

C complained that the supplier billed them incorrectly for many years and then sent bills firstly with a large debt and later with a large credit. The errors were supposed to have been resolved, but C complained when the supplier sent more estimated bills. The supplier stated it had not appreciated C was a high user and later found it necessary to re-bill C on more than one occasion. It also stated C had never queried readings or provided their own. The supplier later reviewed the account again and corrected the errors.

The Ombudsman considered there had been on-going poor customer service for C, but that the basis of the complaint had been resolved. C was recommended to provide readings where necessary to avoid a repeat of the errors in future. The supplier was required to make a full written apology for the unnecessary and on-going poor customer service; confirm the reading to be used as a basis for future billing; and provide a goodwill payment.

1.22

C received a debt collection letter from the old energy supplier, even though no monies were owed. C complained to the company and the debt was withdrawn. However, the supplier sent letters in response to C's complaint to the wrong address and this caused C further stress and inconvenience.

It was agreed that C had received a shortfall in customer service and the company was required to send C a goodwill payment, a letter of apology and provide a written assurance that no monies were owed.

1.23

C began to receive bills from another energy supplier, even though the company was not supplying any service. C complained to the company on several occasions, but continued to receive bills.

As a resolution to C's complaint, the supplier agreed to provide C with a letter of apology, goodwill payment and ensure that a second supply number was fully disconnected to avoid C receiving further bills. The supplier was also required to provide C with a written assurance that no adverse information had been added to C's credit files.

1.24

C was forwarded a bill from the occupier of a property that C had left some time before. This showed charges incurred for a period whilst C was living at that property. C queried this with the Supplier asking why only now this bill had been sent. The Supplier advised that there had been a delay agreeing the final reading with the new Supplier and that this had caused a delay in issuing the bill. C disputed this with the Supplier and continued to receive demands for payment. C requested call backs but these did not take place and C was unable to speak to a manager. C also sent several letters but the issues were not fully addressed.

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

1.25

C received a high bill and on checking the meter, C noticed that it was registering as no usage. C contacted the Supplier and an engineer visited the property. The engineer was unable to resolve the problem and instead exchanged the meter. C's pilot light had gone out on the boiler during the work and C was left without heating or hot water. The Supplier advised that this should have been checked by the engineer before the work was completed. C continued to dispute the bill but started receiving demands for payment, Disconnection Notices and threats of legal action. It transpired that the Meter Operator had not provided the Supplier with the information regarding the meter exchange and therefore it had estimated the reading on the meter at this time. The correct information was eventually obtained some time later and the Supplier offered C a small reduction of the bill which C remained unhappy with.

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

shortfall in customer service and the distress caused and to offer a suitable payment plan taking into account C's ability to pay.

1.28

C complained about delays in receiving bills and debt accrued. The energy supplier agreed that this was the case and agreed to apply a goodwill credit to C's account. However, as another energy company had transferred the supply away in error which caused the delays, the other part of C's complaint needed to be addressed by that company in a separate complaint.

After discussing the complaint with C's son who was the third party contact, it was agreed that the supplier had already provided a fair resolution and the case could be closed. However, C was to pursue a separate complaint against the other supplier who caused the majority of the problems.

1.29

The Complainant was moving house and contacted the supplier to advise it of the final meter readings and to notify of the change of address. The Supplier set up a new account but failed to amend the address details on the old account. The bills went to the wrong address. The Complainant fortunately retrieved the bills and contacted the Supplier who promised to amend the details. This was not done and the Complainant had to contact the Supplier repeatedly to try to resolve the issue. The Complainant received letters from a debt collection agency in spite of assurances that this would not happen. The Complainant received contradictory advice and the supplier failed to record contacts with the Complainant in an effective manner resulting in compounding the problem. The issue was finally resolved and the Supplier offered a resolution. This was rejected by the Complainant. The Ombudsman investigated and found that the Supplier had failed to terminate the account correctly and had sent bills to the wrong address and had failed to update the information it held. The Ombudsman required the Supplier to offer a gesture of goodwill equivalent to the outstanding balance, send a letter of apology and confirm that the Complainant's credit rating had not been affected.

1.30

The Complainant had two accounts with the Supplier for gas and electricity. The accounts were taken over by another supplier erroneously. The Complainant contacted the Supplier and it gave incorrect advice to the Complainant and did not complete the erroneous transfer process correctly and created a new account for the gas supply but resumed the account for the electricity supply correctly. The subsequent billing was incorrect and the Complainant contacted the Supplier repeatedly to resolve the problems. The Complainant then transferred to another supplier but had still not received acceptable final bills from the original Supplier. The final bills were not produced in a timely manner as no one had taken ownership of the problems. The Supplier was able to issue final bills to the Complainant and offered a gesture of goodwill. This was not

acceptable to the Complainant was rejected. The Complainant was unhappy with the transfer process and considered that the Supplier had not acted correctly. The Ombudsman identified shortfalls in customer service and errors made by the supplier and as a result required the supplier to make a further gesture of goodwill.

1.31

C complained that the supplier had taken payments from their bank account. C called to complain and was promised a call back but did not receive one. The supplier investigated and accepted that an erroneous transfer had taken place. The supplier made an offer of a goodwill gesture, but this was rejected as inadequate.

The Ombudsman considered there had been a shortfall in customer service and required the goodwill payment to be increased. It was also required to provide a letter of apology and confirm that all monies collected had been accounted for and refunded and that C's account was closed.

1.32

C moved into new property and switched Supplier shortly afterwards. The old Supplier sent a final bill which included charges for a period of time C did not live at the property. C disputed charges and the Supplier agreed the bill was incorrect. A Debt Collection Agency was subsequently involved who contacted C for the outstanding balance. The Supplier subsequently cancelled the debt action. C has still not received a correct final bill.

The Ombudsman decided that C had received a shortfall in customer service. The Supplier was asked to provide an accurate final bill, credit C's account with a goodwill payment and issue a letter of apology. The Supplier must also confirm that C's credit rating has not been adversely affected.

1.33

C paid for electricity on a prepayment meter however found Supplier undercharged for four years. Supplier explained that it had not recalibrated the meters when prices had increased however had warned its customers of this problem. There was not any evidence provided to substantiate Supplier's claims the C had been notified.

C was offered a capped price deal however Supplier then stated that it was inapplicable to prepayment customers. The Ombudsman considers the letter C received indicated Supplier's acceptance of the account to the scheme.

The Ombudsman considers there was a shortfall in customer service and administration of this account.

In summary the Ombudsman requires Supplier to

- recall the account from the recovery office;
- recalculate the account based on capped rates;
- limit the back billing to one year in goodwill; make a goodwill payment for the customer service issues raised;
- maintain the outstanding balance on the account however; offer C a repayment plan;
- Issue a formal letter of apology for the customer service issues raised and the inconvenience caused.

1.34

Supplier failed to issue a final statement and provide a refund to C on an account that had transferred to another supplier eight months ago. The Ombudsman concludes this was a demonstration of poor administration and a customer service failure. C incurred costs and experienced inconvenience when seeking resolution to the complaint.

In summary the Ombudsman requires Supplier to issue a closing statement and provide a refund by cheque; make a goodwill gesture in recognition of the customer service issues raised and costs incurred when seeking resolution to this complaint; and issue a formal letter of apology.

1.35

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.

1.36

C advises that they received a large bill after it was discovered estimated readings had been used even though meter operators had read C's meter. The Supplier advises C's bill is the result of an incorrect start meter being used; because the actual readings did not correspond estimated ones were used. This occurred for a period of two years. The Supplier had back billed C for the difference in what they have paid and what they should have been billed for a period of two years only.

The Ombudsman found that C had been incorrectly billed for over two years as this was not corrected until after 1 July 2007 the Supplier was required to back bill C for a period of 12 months only; the difference in what they have paid and what they should have

been billed for. The Supplier was also required to apologise for any inconvenience this matter has caused.

1.37

C advises that they received a large bill after it was discovered estimated readings had been used even though meter operators had read C's meter. The Supplier advises C's bill is the result of an incorrect start meter being used; because the actual readings did not correspond estimated ones were used. This occurred for a period of two years. The Supplier had back billed C for the difference in what they have paid and what they should have been billed for a period of two years only.

The Ombudsman found that C had been incorrectly billed for over two years as this was not corrected until after 1 July 2007 the Supplier was required to back bill C for a period of 12 months only; the difference in what they have paid and what they should have been billed for. The Supplier was also required to apologise for any inconvenience this matter has caused.

1.38

C advises they alerted the Supplier in 2005 to the fact they thought their night and day readings had been crossed. The readings were not corrected until August 2007. The Supplier acknowledges its error and advises it has only back billed C for 12 months.

The Ombudsman found that the back billing of C's account was sufficient in addressing the shortfall in the inaccurate bills C had received. However, the Supplier had agreed to send out a meter reader and this appointment was not kept, it was found C had made numerous calls trying to resolve this matter. The Supplier was required to apologise and award a gesture of goodwill in recognition of these shortfalls.

1.39

C advises they contacted their chosen Supplier to open an electricity and gas account but this did not happen till nearly 12 months later. C also asked for a payment card which they did not receive till some time later. C complains of non returned calls and unanswered letters. The Supplier advises that the account have now been set up and it apologises for the delay in doing this and sending out a payment card. The Supplier does not comment on the levels of customer service C received.

The Ombudsman found that the delay in sending out the payments card and the delay in setting up an account was a shortfall in the service C received. There was evidence that C had not been kept updated which was considered a further shortfall. The Supplier was required to arrange a payment plan for C taking into account their ability to pay, apologise for the shortfalls in service and award a gesture of goodwill in recognition of these shortfalls.

1.40

C had an economy seven meter but no night storage heaters. C was given the impression that C's bill would be calculated using one reading only, even though C's meter had day and night readings. Supplier needed to use both readings to calculate C's bill but it would bill both day and night at the standard tariff. Supplier failed to explain this to C and C provided single readings only. This led to Supplier becoming confused about what type of meter C had. Supplier's meter readers did read the meter but instead of using the readings taken Supplier used estimates. C was not happy with C's bills and complained. Supplier continued to use estimates for some time. When Supplier used an accurate reading a large outstanding balance was produced. C complained but Supplier maintained that the outstanding balance was correct.

The Ombudsman was of the opinion that the outstanding balance was correct but given that Supplier had failed to bill C correctly, even though its meter readers had gained correct readings, the Ombudsman required Supplier to apply the principles of the back billing code and recalculate the outstanding balance cancelling any amount due for electricity consumed more than one year prior to the date the accurate bill was issued. The Ombudsman also required Supplier to apologise.

1.41

When the prepayment meter was removed C notices a credit showing and requested a refund of this amount. On calculation of its final statement the Supplier found the credit was not due and C was advised accordingly. C disputed this matter approaching energywatch and the Ombudsman. The Ombudsman acknowledges no refund was due and the Supplier had not failed to provide a satisfactory standard of customer service. No further action was required.

KEYWORDS

BILLING CS REFUND COMPENSATION CREDIT BALANCE

1.42

C transferred to the Supplier for both gas and electricity. C did not receive an electricity bill for some time. C was advised by a meter reader that the gas meter details held for the property were incorrect and would need to be updated. This caused an incorrect bill to be issued. C contacted the Supplier and was advised that it would investigate the problem. Despite this, C continued to receive demands for payment. C later received bills for the supply at a previous address. The Supplier later advised an error had been made and that nothing was owed for the previous property. C was also advised that the old supplier had transferred the electricity back to themselves. The Supplier gave C conflicting information as to who currently had the supply. The Supplier eventually updated the gas account details and confirmed that nothing was owed however C continued to dispute the electricity account.

The Ombudsman concluded that the Supplier had made several billing errors and that C had experienced a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, issue a detailed statement of the accounts, contact C to discuss a gas meter safety inspection, credit the account with a goodwill payment for the billing issues and the shortfall in customer service and to offer a suitable payment plan taking into account C's ability to pay and ensuring that it had no adverse affect on C's credit rating.

1.43

C stopped receiving gas bills from the Supplier. C contacted the Supplier and was advised that a new account would be set up. The problem had been caused by an erroneous transfer to another Supplier and therefore C's supplier was not at fault. The Supplier agreed to take the account back however the original contract was cancelled and there were ongoing problems trying to set the account up. C continued to complain however a bill was not issued until several months later. The Supplier offered a reduction in the bill but C was not happy with this offer.

The Ombudsman concluded that whilst the problems had not initially been caused by the Supplier, there had been a shortfall in customer service. The Ombudsman required the supplier to issue an apology, credit the gas account with a goodwill payment to reflect the delay and the shortfall in customer service and one the final bill was issued, then set up a suitable payment plan taking into account C's ability to pay.

1.44

Supplier installed a new meter at C's property and placed it in a position where C had to climb on a chair or ladder to take meter readings. After the meter was installed Supplier also sent incorrect bills to C for excessive amounts. Supplier also failed to attend an appointment with C. C has never received a correct bill since the Supplier installed the new meter. Supplier has also applied automated charges to C's account.

The Ombudsman concluded that the Supplier had to arrange to move the meter to a more convenient location, at no cost to C. The Supplier also had to contact C to arrange for a meter reader to take actual readings. The Supplier was then to provide a correct bill to C, and arrange a payment plan if appropriate, accounting for C's ability to pay. The Ombudsman also decided that the Supplier had to remove the automated charges, credit C's account with a goodwill payment, and send a letter of apology.

1.45

C became a gas and electricity customer with Supplier and began receiving gas bills but no electricity bills. C complained to Supplier and it advised that bills would be sent but they were not. C continued to complain by sending letters and involving energywatch; still no progress was made. Supplier says the problem was missing data flows but advises that it now has the missing information and is able to produce a bill. It also

accepts that any amount outstanding that relates to the electricity used more than 12 months prior to the bill date should be cancelled.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to send the bill remembering that any amount outstanding that relates to the electricity used more than 12 months prior to the bill date should be cancelled, apologise and apply a goodwill credit to C's account.

1.46

C had supply of gas with Supplier. The C has disputed the amount of gas used on the account for a long period of time. The Supplier has maintained the bill but offered to have meter tested.

The Ombudsman could see no reason to doubt the accuracy of the charges but she required the Supplier to maintain its offer of checking the meter.

1.47

C contacted the Supplier about incorrect gas and electric bills. C provided the Supplier with the correct meter readings, but the information provided was ignored. This led the Supplier to chase C for payment of much higher amounts than were due. C complained to the Supplier in writing, but the Supplier failed to take the required actions and did not respond to C's letter of complaint.

The Ombudsman concluded that the Supplier had failed to address C's concerns and complaint. Therefore, the Supplier was required to revise C's accounts, ensure any adverse information was removed from C's credit file, apply a goodwill credit to C's account and send a letter of apology for any shortfall in customer service and for any stress and inconvenience caused.

1.48

The Supplier failed to use actual readings that were collected and as a result an arrears balance accrued on the account. The Ombudsman acknowledges the account was poorly managed however considers C should pay for the energy used. The Ombudsman was satisfied that the goodwill credit previously applied to the account was an adequate settlement to the complaint.

In summary the Ombudsman considers the complaint was justified and required the Supplier to review the payment plan offered in consideration of C's ability to pay; and to issue a formal letter of apology

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6.0 Billing - Inaccurate Meter Reading

6.1

A digital meter was installed at C's property. When the meter was removed, no usage had been registered, although C had made payments. C wanted a refund of the payments made.

The Supplier confirmed that due to confusion regarding the removal meter reading, C had been overcharged. It agreed to issue an amended bill showing correct meter readings and to refund any overpayments C had made.

6.2

C closed an account with The Supplier and switched to another provider. C later received a refund from The Supplier but later a bill was delivered on the same account. The Supplier explained that this was established after the new provider had confirmed the opening meter read and that this followed on precisely from The Supplier's closing read. On this basis it was confirmed that the final bill was justified. This logic was accepted. It was considered poor customer service that the refund had initially been provided without meters being verified by The Supplier. To mark this poor customer service The Supplier applied a reduction on the closing balance.

The Supplier was required to confirm that it had applied the credit and to confirm the closing balance after that.

7.0 Billing - Incorrect Account Details

7.1

C moved into a new build property and discovered that the billing being supplied by The Supplier did not relate to the property. The Supplier establishes that the account details had been crossed with an adjacent property and whilst The Supplier accepted this it failed to correct matters. This was considered poor customer service.

The Supplier was required to correct the correct account details, confirm this action and provide a bill using the meter readings provided by C, provide a letter of apology in respect of the poor customer service that had been experienced in both failing to resolve matters and causing unnecessary distress and delays in this case. The Supplier was also required to contact C to agree a payment plan that was affordable and to provide a goodwill gesture, in the form of a credit to the account.

7.2

C complained that the Supplier had not changed the meter to an E10 meter for approximately nine months. C complained of three missed appointments and lack of customer service. The Supplier said it had now arranged a further appointment to change the meter and it had awarded a nominal goodwill payment.

The Ombudsman said that the delay was viewed as a shortfall in customer service. The Ombudsman was also concerned that the Supplier missed three appointments. As the Supplier missed three appointments then C was entitled to compensation per the standards of service. The Ombudsman required the Supplier to ensure the correct meter was installed, re-bill C, award a further goodwill payment, compensate for the missed appointments and send a letter of apology.

11.0 Billing - No Bill Received

11.1

C's supply transferred to a new supplier, but C did not receive a final bill from the old Supplier. C contacted it to complain and was promised a final bill would be issued. This did not happen. C contacted the Supplier many times and received conflicting information, but still did not get a final bill.

The Supplier explained that the final reading received from C's new supplier was not in line with the meter readings it held on C's account. It said it had been unable to agree the readings with the new Supplier and this had resulted in a delay in a final bill being issued. As C was adamant the final readings were correct, the Supplier agreed to obtain readings from C's new Supplier and use these as a basis for estimating C's final bill, to ensure the final reading used fell in line with the opening reading used by the new

Supplier. The proposal was considered to be reasonable. However, the Supplier's failure to take ownership of C's complaint, explain the reasons for the delay or take reasonable steps to resolve the disputed readings in a timely manner was considered to be reflective of a shortfall in customer service. The Supplier was required to apply a credit as a gesture of goodwill, issue a final bill based on the meter reading information it had obtained, send a letter of apology and explain why C's account number had changed prior to C's supply leaving it.

11.2

C complained that the supplier billed them to an incorrect final reading when they transferred away. C complained but the supplier did not resolve the matter before C complained to energywatch and the Ombudsman. This took over a year to resolve and the supplier offered to revise the final bill, cancel the small amount of arrears and make a goodwill payment.

The Ombudsman considered there had been continued poor customer service, but the complaint had effectively been resolved. The action to cancel the arrears and the goodwill payment were considered adequate. The supplier was also required to confirm there was no debt outstanding; that no costs were passed on to C following the referral to the debt collector; and to ensure C's credit reference was unaffected.

14.0 Billing - Quality of Customer Service

14.1

C moved address and received a large bill from the Supplier. C disputed this bill and sent letters of complaint but received no resolution. C believed that the bills may have been for other flats in the building. The Supplier said that C had been billed to the final meter readings provided by C. The Supplier said it had estimated C's bills for fourteen months but that the previous years bills clearly showed an increased debt accruing.

The Ombudsman said there was no evidence to suggest that C had been billed incorrectly, based on the fact that the Supplier used the readings provided by C and that the previous year's bills had been estimated. The Ombudsman required the Supplier to provide C with a full breakdown of the account and award a nominal goodwill payment.

14.2

C complained that a larger than normal monthly payment was taken without prior warning. C also received several conflicting letters from the Supplier with regard to the payment plan. C remained unhappy with the Supplier and so transferred supplies to a new provider. C then received a large final bill which C disputed. The Supplier said that C's monthly payments were reassessed which was why C's payment increased. The

Supplier said that previous bills had been estimated and so once the final meter reading was provided it billed C correctly.

The ombudsman was concerned that there was no evidence to show that C received prior warning of the increase to the monthly payment and was also concerned with misinformation that the Supplier had provided C. The Ombudsman however said that the final bill was correct and C remained liable to pay. The Ombudsman required the Supplier to award a nominal goodwill payment and to arrange a payment plan with C for the remaining balance.

14.3

C complained that the Supplier failed to realise that C's payments were not enough. C had a pre-payment meter installed and agreed a weekly payment but C complained that the debt was not reducing. C requested that the debt be removed. The Supplier said that the meter was taking the correct weekly payment and C had been advised of this.

The Ombudsman was concerned that the Supplier allowed the account to accumulate a large debt and was also concerned that the Supplier failed to realise this and install a pre-payment meter at an earlier date. However, the current debt remaining was in line with the weekly payments C was making. In recognition of the Supplier's failure to recognise the problem at an earlier date the Ombudsman required it to award a nominal goodwill payment and credit this against the outstanding debt.

14.4

C complained that the Supplier had failed to provide C with a final bill. C had called the Supplier without resolution and also approached energywatch. The Supplier said it was still waiting on the gaining supplier to provide a final meter reading.

The ombudsman was aware that the onus was on the gaining supplier to provide the final reads but was concerned that C had been waiting ten months for a final bill. The Ombudsman was also concerned that C had been misinformed and that no one had taken ownership of C's complaint. The Ombudsman required the Supplier to award a nominal goodwill payment, obtain the final meter reads and bill C and send a letter of apology.

14.5

C complained that the supplier billed them with an incorrect final meter reading. C complained but the supplier failed to correct the issue. C also complained that they did not get the call backs that were promised. The supplier investigated the complaint and stated there was incorrect data held by a third party. This needed to be amended before it could correct C's account.

The Ombudsman considered there had been a shortfall in customer service for C with the delay over the account being corrected and because it provided no evidence to

demonstrate C had been kept informed of the reason for the continued delay. The supplier was required to make an apology for the shortfall in customer service, delays and failed call back. It was also required to provide a goodwill payment and a revised invoice that shows the corrected account details as soon as possible.

21.0 Transfer

21.1

C transferred energy supplies from The Supplier who then charged C a cancellation fee. The Supplier stated that as C was on a fixed price tariff and left early that a cancellation charge was applied.

The Ombudsman found that the Supplier was correct to apply the cancellation charge as C had the benefit of fixed prices but had left the agreement early. However, C was not shown a level of service normally expected and this was considered to be a service shortfall. The Ombudsman required the Supplier to make a goodwill gesture credit against the outstanding balance and send a letter of apology for the service shortfall highlighted in the report.

27.0 Transfer - Installation

27.1

C complained that the supplier failed to provide a service as requested. C complained and the supplier stated that there was a technical issue which prevented the account from being set up; it was also unable to provide a time scale as to when the problem would be resolved.

The Ombudsman considered there had been a shortfall in service for C, which would not be expected to fall outside the supplier's immediate control. However, there had also been a shortfall in customer service generally with delays in responses and updates being sent to C. The supplier was required to make an apology for this and provide a goodwill gesture.

30.0 Transfer - Mis-Information

30.1

C queried a large gas bill and was told by the Supplier that this was a third party dispute. However, after further investigation it was found that the Supplier was unable to supply

C with gas due to the type of metering arrangement. The Supplier therefore transferred C back to the property's original supplier.

The Ombudsman considered that the Supplier had demonstrated shortfalls in customer service in that C had been misadvised and not kept informed of developments on the account. The Supplier was required to provide C with a goodwill payment and an explanation relating to the current situation of C's account.

33.0 Transfer - Request not Actioned

33.1

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.

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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.