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1.0 Billing

1.1

C advises they received a bill with an incorrect start reading on it and have requested the bill be amended only to receive a deadlock letter maintaining the bill to be correct. C also complains of poor customer service including non returned calls. The supplier advises C's bill has been amended to reflect the correct start reading and a refund of overpayments made has been sent to C.

The Ombudsman found that C had been sent letters, including a deadlock letter, maintaining the bill with the incorrect start reading was correct even though the suppliers account notes indicated the bills required amending. It was found that C had been provided with inaccurate information and this was considered a shortfall in the service they received. It was also found the supplier had taken nearly a year to rectify the billing error and this was considered an unduly length of time to correct C's bill. The supplier was required to apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

1.2

C received a large bill having only received billing based on estimated reads previously. C queried the original bill and also provided the supplier with an up to date meter reading. The up to date readings only increased the outstanding balance. C continued to dispute the bill. The supplier confirmed it to be correct.

Ombudsman found that the supplier had conducted a thorough investigation. The supplier in line with its procedure provided C with a revised bill. The bill was based on readings provided by C. C was responsible for the outstanding balance. The supplier was advised to assess C's ability to pay. An award was given to reflect the number of years C was billed on the basis of estimate reads only.

1.3

C had a prepayment meter that the supplier failed to update with increased tariffs. This caused debt to build up. The supplier credited half of the debt as a goodwill gesture. C asked for the remaining amount to be cleared to mark the poor customer service provided by the supplier. The steps taken by the supplier were considered appropriate and as C had used the energy billed for no reason could be seen to require the supplier to clear any more of the debt. It was felt that a payment plan should be arranged that took into consideration C's ability to make payment. It was also considered appropriate that no damage should be caused to any credit reference files held in relation to C.

The supplier was required to provide a letter of apology for the poor customer service experienced in this case, to contact C to discuss and arrange a repayment plan. This

was to take account of C's ability to repay the debt and to confirm that no damage has been caused to any credit reference files relating to C. If any adverse entries had been recorded they were to be corrected. Any such action was again to be confirmed in writing.

1.4

C received a letter to say that the Direct Debit payments made to the supplier were going to significantly increase. C complained to the supplier and although C was advised that the account should have been managed by C online, the payments had remained too low and a debt had built up on the account. C continued to dispute the balance, but this was later found to be correct.

It was agreed with both parties that the supplier would send C a small goodwill payment and a letter of apology for any shortfall in customer care.

1.5

C has been receiving estimated bills for several years. C was unhappy that they were not advised to increase his Direct Debit to cover any extra usage. C states that actual readings had been obtained so these should have been used. The Supplier states that it had asked C for reading and C was aware that the bills were estimated. C called up for a credit and was again told that this was based on estimates.

A large bill was accumulated and the Supplier had taken into account C's ability to pay and had issued a credit of £17. It was requested to increase this to £30 to take into account the Suppliers account failures.

1.6

C arranged with Supplier to change payment method to Direct Debit. The Supplier experienced system errors which meant C's Direct Debit was not collected for six months. C complains that this has resulted in a large debt on the account. C requests that the Supplier waives a large portion of this debt and sends a letter of apology. The Supplier has already applied a credit to the account as a Direct Debit discount and offered a further goodwill gesture.

The Ombudsman concluded that C is responsible for gas usage whether the Direct Debit was collected or not. The Ombudsman acknowledged that the Supplier made an error in not collecting the Direct Debit, but noticed that there was already a large debt on the account prior to the Direct Debit problem.

The Ombudsman instructed the Supplier to contact C to arrange a payment plan and to provide energy efficiency advice. The Supplier was also told to credit C's account with a goodwill gesture and send a further letter of apology.

1.7

C received notification that his Direct Debit was to be increased after a meter reading. C disputed the amount owed as it was much higher than any previous usage. The supplier did agree to amend the account but C was still not happy with the readings used. C complained on numerous occasions and the supplier agreed that errors had been made. The supplier re-billed the account on several different occasions showing differing amounts were owed. C sent many letters to the supplier, some of which received no response. On the final occasion that the account was re-billed, C complained that a higher Calorific Value had been used to calculate what was owed.

The Ombudsman concluded that there has been a shortfall in customer service and required the supplier to issue a written apology, offer a goodwill payment to reflect the shortfall in customer service and the billing errors, confirm that the previous credit offered had been applied to the account and to re-bill the account using the original Calorific Value also looking at the readings again.

1.8

C had a meter exchange but the Supplier failed to update the details for a long period of time. This delay caused C to be incorrectly billed. C's account was previously in joint names but this was changed by the Supplier. The Supplier confirmed it could place the account in joint names. C experienced a poor level of customer service.

The Ombudsman was concerned with the delays that occurred on C's account. The Ombudsman required the Supplier to contact C to obtain an accurate meter reading to bill C with. The Supplier was then to make a payment arrangement, which took into consideration C's ability to pay. The Supplier was required to place the account in joint names. The Supplier was also required to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

1.9

C moved into a property and set up an account with the Supplier. C did not receive any bills and complained to the Supplier. The Supplier explained that C's account had been set up incorrectly with the wrong meter serial number. When this was resolved, the Supplier was unable to close the account in the previous tenants name and so could not open an account for C. The Supplier explained to was working to resolve this and once an account had been opened it would contact C for a meter reading and only bill them from the reading.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. However, the Ombudsman found the Supplier's offer to be reasonable and it was required to implement its offer. The Supplier was also required to write a letter of apology.

1.10

C received a bill from the Supplier showing a high outstanding balance. C disputed these charges with the Supplier as the property it related to was only a small one bedroom flat. The Supplier advised that C had only made a minimal payment during the time they were at the property and that this had caused a large outstanding balance. C had left the property but the Supplier had not been informed until some time later. The Supplier however continued to bill the account increasing the balance further. The Supplier did eventually issue a corrected bill to the date that C vacated the property. C also complained that the bills were based on estimates. The Supplier confirmed that readings had been taken but that the final reading could not have been taken as C did not inform C that they were leaving the property.

The Ombudsman concluded that there was no reason to doubt that the account had been calculated correctly and required the Supplier to issue an apology, offer a payment plan taking into account C's ability to pay and to offer a goodwill payment for the delay in issuing a final bill.

1.11

C had a prepayment meter with Supplier. The Supplier did not advise C of when the debt on prepayment meter had been cleared and C incurred unnecessarily high charges. C made four appointments to have a credit meter installed, but three appointments were missed.

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

1.12

C had supply of gas with Supplier. The bills were estimated, leading to a large bill for C. The C contacted the Supplier on several occasions to get an actual meter reading since the large bill.

The Ombudsman was satisfied that the invoices were accurate. The Ombudsman required that the Supplier offer a suitable payment plan for the account and a goodwill credit and written apology for failing to confirm an actual reading for a long period of time.

1.13

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. The Ombudsman considered that its offer to reduce the balance was fair. The Ombudsman required that the Supplier reduce the balance and offer a payment plan in line with its previous offer.

1.14

C confirmed transferring their gas and electricity supplies away from the supplier shortly after moving into a new home. They subsequently received bills which C disputed with the supplier. C continued trying to resolve this by telephone without success.

After reviewing this matter the supplier concluded the billing issue may be resolvable. It subsequently agreed a billing resolution with C and this was closed as a PICC.

1.15

The Supplier failed to take the appropriate action when closing date of the closure on the account when C had died. The Supplier delayed in sending a final bill in the customer's name and then to the estate when the property was eventually sold. C's representative actively sought resolution to the complaint to no avail.

In summary the Ombudsman requires the Supplier to Remove C's details from the system; Close the account to the date the property was sold; make a goodwill credit to the account; and to issue a formal letter of apology.

1.16

The Supplier mis-sold a contract based on false savings. It set up a direct debit too low and C incurred arrears as a result. Resolution was not agreed therefore C escalated the complaint. The investigation into the complaint was not fully completed for many months and the Ombudsman found C experienced a shortfall in customer service. The Supplier offered a discount on the outstanding balance in view of the complaint however C rejected this offer wanting the balance waived. The Ombudsman considers C should pay for energy consumed and welcomed the discount in goodwill.

In summary the Ombudsman requires the Supplier to if the sales agent remains in employment with the Supplier, review the sales agents competence and behavior and consider if coaching or retraining would be appropriate or any disciplinary measures the company considers fit; investigate the Call Centre identified in this case and instigate a review of its procedures to ensure it is complying with industry agreed practices and regulations; make a goodwill gesture in light of the customer service issues raised; offer an extended payment plan in consideration of C's ability to pay; and to issue a formal letter of apology.

1.17

C complained that another supplier transferred the service without consent. The other supplier confirmed that the service would be transferred back as an erroneous transfer but ten months later C has not been billed by the Supplier. C sent letters to the Supplier and made numerous calls but received no resolution. The Supplier said that when the service transferred back to it did not receive all the relevant information to bill C. The Supplier said that this had been rectified and C had been billed.

The Ombudsman was concerned that the Supplier failed to resolve the problem for ten months and this was viewed as unacceptable. As a resolution the Ombudsman required the Supplier to reduce the debt by 10% and to arrange a suitable payment plan. The Ombudsman also required the Supplier to arrange for someone to visit C to check the boiler efficiency free of charge and to send a letter of apology.

1.18

The property was divided into two flats and the original supply was attributed to wrong flat. The problem was compounded by the erroneous numbering of one of the new flats. C contacted supplier and informed it that the meter was attributed to wrong flat. The Supplier failed to resolve the problem or respond to C's letters. C requested a payment for the inconvenience experienced.

Ombudsman considered the complaint had been poorly managed by the Supplier. The Ombudsman rejected C's claim as excessive on the grounds that there had been no loss of supply. However, the Supplier was required to make a small payment as a goodwill gesture due to the shortfall in customer service.

1.19

C was being billed using her neighbour's meter details for some time. When C complained to Supplier it refused to accept that this was the case. C contacted National Grid for confirmation but Supplier still failed to correct its records. C contacted energywatch and after it became involved Supplier eventually corrected its records and sent an amended bill. However, C wanted an explanation of the how the outstanding balance had been reached and was not happy with the small goodwill gesture proposed by Supplier.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. The Ombudsman considered the outstanding balance correct but required Supplier to apologise, provide a clear breakdown and apply an additional credit to C's account as a goodwill gesture.

1.20

C received a bill which included an incorrect meter number. C had their meter exchanged in the following months. The Supplier was unable to issue a correct bill from

then on as the National Grid held incorrect address details and there was a delay transferring the correct details about the new meter to the Supplier.

The supplier was in the process of issuing a new bill and was to credit £50 to C's account but they were unhappy with this.

A correct bill should be issued with no back charges past one year and a written assurance that there was no adverse affect on C's credit file. The Supplier was also required to pay compensation for missed appointments.

1.21

C became a new customer of Supplier and agreed to pay a set monthly amount, which was estimated to cover all usage. C's bills were estimated for some time and when an actual read was taken there was a large debt showing on the account. C did not increase the monthly amount C was paying. Supplier then migrated C's account to a new billing system and in error changed the name on C's account. Supplier sent letters advising C of the debt but C ignored the letters as they were not addressed to C. When C received a slip threatening disconnection, C contacted Supplier and was advised of the debt. C disputed the debt but no agreement was reached.

The Ombudsman was of the opinion that C was responsible for the debt but had suffered a shortfall in customer service. The Ombudsman required Supplier to cancel all debt admin charges that had accrued on the account, apologise and offer C a payment plan taking into consideration C's ability to pay.

1.22

C received a bill from the supplier which showed a large credit balance. C called the supplier to ask for a refund. The supplier agreed. However, no refund was issued. C continued to call the supplier over several months, but the supplier repeatedly failed to issue the refund.

After the Energy Supply Ombudsman service asked the supplier for a case file, it contacted C and arranged to send the refund. C was happy the complaint had been resolved and no further action was required.

1.23

C built a debt with Supplier and was put on a prepayment meter. C paid the debt on the prepayment meter and attempted to move to another Supplier. The move was rejected by Supplier as it said C was still in debt. C was not in debt and this led to a series of complaints. Supplier offered C a goodwill payment, which was accepted before the case was investigated.

1.24

C asked the Supplier to remove a name from two accounts. The Supplier only acted on this after C sent several letters reiterating the request. C then received estimated bills. C sent accurate readings and asked for a revised bill. However, the Supplier failed to send the revised bill and chased payment. C made further requests for a revised bill but the Supplier then threatened disconnection due to non-payment. C contacted energywatch, which wrote to the Supplier. But the Supplier failed to respond to the request for contact with C. The Supplier eventually sent the revised bills but C felt that the shortfall in service should be recognised.

The Ombudsman noted that the Supplier had requested signed confirmation of the name change and that it acted on the requests as soon as it received that confirmation. However, the Ombudsman also noted that the Supplier did not act on other requests made by C and that communication with C was less than satisfactory. The Supplier was required to issue an apology, apply a small credit to each of C's accounts, to confirm that C's credit file had not been adversely affected and to allow the supply to transfer away of C requested it.

1.25

C complained that supplier increased the Direct Debit without notification and demanded a large outstanding balance. The supplier explained that the account that C had was managed online by a customer and therefore responsibility lay with C to provide it with meter readings. C complained that when C tried to submit the readings online there was an error.

The Ombudsman appreciated C's comments, but considered C could have provided readings in writing or over the telephone to avoid a large bill. Furthermore, the Ombudsman was of the opinion that the credit already applied by the supplier to the account was fair and reasonable. The supplier was required to provide a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off. C was expected to pay Supplier the outstanding balance on the account.

1.26

C received a bill from their Supplier showing that C had a large amount of credit on their prepayment meter. C requested a refund from the Supplier, but it took over nine months for the Supplier to send C a cheque. Having done so, the Supplier then said it had overpaid C.

The Ombudsman found that there were customer service issues and that the amount paid to C should be maintained. The Supplier also had to send C a cheque for its shortfall in customer service.

1.27

C contacted the supplier to complete closure on an account. Information and payment was provided by C but the supplier did not action the request resulting in account remaining unpaid. The supplier continued to send reminder letters to C

Ombudsman found there was a shortfall in customer service and the supplier could have handled complaint in a timelier manner. A goodwill payment was awarded

1.28

Complaint related to a Direct Debit instruction. C believed they had instructed the supplier to take payments on his account via Direct Debit. The supplier acknowledged this may have been the case and offered a goodwill gesture. This was rejected by C.

Ombudsman found that C may have set up a Direct Debit instruction on account that was never actioned by the supplier. C as the account holder and usage never being disputed had an obligation to pay outstanding balance. A goodwill gesture was awarded. This reflected the inconvenience of C's direct debit not being activated as agreed.

1.29

The Supplier failed to action C's home move request in a timely manner. In doing so it provided large credit refunds that was not due and failed to calculate the final bills to the date of the move. The Ombudsman concludes on the balance of evidence submitted that it is likely C advised the Supplier accordingly and the accounts were mismanaged.

In summary the Ombudsman required the Supplier to remove the termination charges from the accounts in goodwill; maintain the outstanding balances on the gas and electricity accounts amending them accordingly should the company receive actual readings from the customer; make a goodwill credit in view of the customer service issues raised, the poor administration demonstration the inconvenience and out of pocket expenses C incurred; and to issue a formal letter of apology.

1.30

C disputed their electricity bill. The Supplier explained that it had used estimated reads but corrected the account using C's actual reads. C still believed the account was incorrect. The Supplier re-investigated the account and confirmed C had been billed on the incorrect tariff. The Supplier re-billed C on the correct tariff. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

1.31

C received several bills containing estimated readings. C complained to the supplier that these had been overestimated. C was later informed that the Direct Debit payments would be increased to reflect the usage. C paid the outstanding balance in full and requested that the payment be kept the same. The supplier took a payment at the higher amount. C continued to complain that the bills were incorrect also complaining that appointment to read the meter had not been kept.

The Ombudsman concluded that the supplier had taken readings more than the minimum requirement of once every two years but that there were a couple of occasions where the readings provided by C were not used. The Ombudsman required the supplier to issue C with an apology for the shortfall in customer service, if C could provide details of the missed appointment, then to offer compensation as per the Guaranteed Standards of Service and to credit the account with a goodwill payment to reflect the shortfall in customer service.

1.32

C complained that the supplier charged them incorrectly and maintained a debt that should have cleared. The supplier looked into the complaint and found C had improperly managed their account and never would have cleared the debt. However, it did offer a goodwill gesture and a payment plan revision.

The Ombudsman considered the supplier had not acted inappropriately or managed C's account improperly and that the goodwill gestures were generous. No further action was required.

1.33

The Supplier supplied C with gas and on transferring the supply to another Supplier a reading was obtained. C calculated the amount of credit due. When the bill arrived this did not match with C's calculations. C contacted the Supplier and made a complaint. During the review process the Supplier stated that it had a conversation with C and that it had been explained that C had miscalculated the credit. It also offered a goodwill credit on the account in recognition of the time, inconvenience and expense incurred.

The Ombudsman considered that the Supplier had acted appropriately and was content with the offer made to C.

1.34

C lived in a property and received the electricity supply from a Supplier. C left the property and changed Supplier. C applied for credit and mortgages, but had applications refused. C discovered that another Supplier had billed C for electricity supplied at the previous property after C had moved out of it. The bill was produced by a Supplier who was not even responsible for electricity supply at the property. For non

payment of the bill, the Supplier had given C a bad credit rating which adversely affected C's credit applications. The Supplier acknowledged its mistake and removed the default and offered a gesture of goodwill payment.

After reviewing the case, the Ombudsman decided that the Supplier was solely at fault for the error. The Supplier was instructed to pay a goodwill gesture, reconfirm that the default had been removed and send a letter of apology to C.

1.35

C moved into a property and asked the Supplier to set up both electricity and gas account. There was some confusion as to who supplied the energy and these caused a delay in setting up the account. A bill was finally issued some time later showing a large outstanding balance. C has been advised that a reduction of the bill would be offered however the offer was later decreased. The Supplier did eventually agree to increase the amount of the reduction but no compensation was offered to C.

The Ombudsman concluded that there had been a delay in setting up the account and required the Supplier to issue an apology, offer a goodwill credit to cover the costs and the conflicting information provided and to offer a suitable payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

1.36

C received notification that the Direct Debit payments were to be increased. C also noticed at this time that the bills had been estimated for some time. Upon examining the readings C realised that the time switch on the meter was faulty. C wrote to the Supplier and it agreed to repair the time switch however it did not respond to the other areas of complaint. The Supplier asked C to provide a reading from the new meter and then the account would be re-billed. C provided this but no action was taken. C wrote several letters, the final letter received no response.

The Ombudsman concluded that there had been a shortfall in customer service and required C to issue an apology, obtain a meter reading from C, re-bill the account using this reading, credit the account with a goodwill payment for the shortfall in customer service, if C had overpaid then C was to be refunded the credit left on the account and if C had underpaid, then the Supplier was to clear any previously unbilled charges prior to one year ago, the Supplier was then to amend the Direct Debit payments accordingly.

1.37

C was the executor at a bank dealing with the account holder's estate. A credit remained on the account and C asked for this to be refunded. There was a delay in issuing a cheque and this was not actioned until some time later. The bank continued to complain to the Supplier asking it to compensate the bank for its costs. The Supplier did offer a goodwill payment.

The Ombudsman concluded that there had been a delay and C has experienced a shortfall in customer service however as no evidence of the costs had been provided it could not be seen that the bank had suffered any significant losses. The Ombudsman required the Supplier to issue an apology and to offer a further goodwill payment to be passed to the estate beneficiary for the delay.

1.38

C queried their initial bill as the meter readings were incorrect; they supplied further readings and requested an amended bill. C did not receive an amended bill. This happened again on the next bill. C received an inflated bill as their Direct Debit payments did not match their usage although C was paying what the Supplier recommended. C could not afford to pay the outstanding balance and requested a payment plan but the Supplier could not agree to one that met with C's ability to pay. C received poor advice. The Supplier said it could not check every customer's payments met with usage.

It was recommended the Supplier arranged a payment plan taking into account C's ability to pay, to issue a letter of apology and to award a goodwill payment.

1.39

C complained that Supplier did not send a bill within a reasonable timeframe after it took over the account. Supplier stated there had been a delay in fully opening the account and sending C the first bill. Although the account had been set correctly the meter exchange was updated incorrectly, which resulted in a large bill. Supplier stated that the meter exchange had now been updated correctly and a revised bill had been issued. Supplier applied a goodwill credit to the account.

The Ombudsman examined the notes that Supplier had supplied for C's account and noted there had been a shortfall in service levels due to the matter not being dealt within an appropriate manner and timescale. However, the Ombudsman was of the opinion the goodwill already applied was fair and reasonable.

1.40

C moved address and provided the Supplier with the final gas meter reading. C then received a final bill for a very large balance. C disputed this with the Supplier who confirmed that C's meter had not been read in five years and so previous bills had been estimated. The Supplier recalculated the bill and also removed all unbilled charges older than two years. C remained dissatisfied.

The Ombudsman was concerned that the Supplier failed to read the meter for such a long period of time and this was viewed as unacceptable. The Ombudsman noted that the Supplier had applied the Billing Code of Practice but had only removed unbilled charges older than two years. As the account was not billed correctly until after 1 July 2007 the Ombudsman therefore required the Supplier to remove all gas charges that

were older than one year. The Ombudsman also required the Supplier to arrange a suitable payment plan.

1.41

C was unhappy that an outstanding balance has accumulated on the account due to the Supplier not recalibrating the meter in C's property following price rises. The Supplier agreed to apply its policy regarding prepayment meter debt and reduced the balance, however, C remained unhappy.

The Ombudsman considered that the Supplier was correct in applying its prepayment meter debt policy, but as there had been opportunities for the recalibration to take place, the Supplier was asked to apply a credit to C's account.

1.42

C complained about the supplier mixing meter information with that of their neighbour. This resulted in incorrect charges being raised, before C contacted the supplier regarding the mix up. The supplier arranged for an engineer to visit, although it failed to provide a correct address, and several appointments were missed. A successful visit was eventually made and this matter was rectified. This resulted in an overpayment being refunded to C, with the supplier arranging for a payment in respect of the missed appointments. This was made in line with Guaranteed Standards of Service, although C remained unhappy requesting compensation for lost income. The supplier refused but made a further goodwill offer. This was rejected.

It was concluded that the offers made by the supplier were fair and in line with company policy. It was concluded that some avoidable delays occurred, in addition to some poor customer service.

As the offers made seemed fair, the supplier was required to send a letter of apology, maintain its offer to make a goodwill credit to the account, ensure a refund of any credit is refunded, and provide a full breakdown of the account.

1.43

C changed suppliers. The supplier began billing C and the bills increased every quarter. C was advised that the tariff was incorrect. An engineer was due to visit C to remedy this but failed to turn up. A second engineer was unable to carry out the work. C was advised that a new power cable would have to be fitted and this would involve digging outside the property.

C requested an explanation and apology for the delay in resetting the electricity meter and a reduction on the outstanding balance of C's account. C also requested the electricity meter reset and an explanation and apology for the delay in issuing a gas bill and a payment plan offered on any remaining balance.

The supplier agreed to send C a cheque as a goodwill payment.

The Ombudsman directed that the supplier maintain the offer of a goodwill payment

1.44

C had supplied the supplier with meter readings but continued to receive estimated bills. C knew the bills were underestimated. The supplier maintained that C failed to provide readings at the time bills were being prepared. Meter readings were eventually obtained by the supplier and an accurate bill sent out to C. C complained about the failure to accurately calculate bills and to provide accurate information about the account.

The Ombudsman directed that the supplier should write a letter of apology for the shortfall in customer service. The Ombudsman further directed that the supplier should recalculate C's bill based upon accurate meter readings and to offer an extended payment arrangement for any outstanding balance to C's account.

1.45

C was unhappy that a final bill was issued from the supplier even though arrangements had already been made to pay the outstanding off. The Supplier later reviewed C's account and cleared the outstanding balance and confirmed there were no detrimental entries on C's credit file.

1.46

C was being charged for a tariff C wasn't on; C had also not recd a bill since Aug 2007. C complained through energywatch as the supplier would not respond to complaint.

The supplier has agreed to resolve this case without this being investigated by the Ombudsman. C has accepted this proposal. The supplier offered C a goodwill gesture and has re-billed the account along with a letter of apology.

The Ombudsman is satisfied with the outcome and requires no further action

5.0 Billing - Inaccurate Invoices

5.1

C transferred supplies and gave the Supplier the meter readings but was charged incorrectly. The Supplier accepted that the meter reading taken was not used to invoice C and therefore C was billed incorrectly. The Supplier offered a reduction in the outstanding balance. The Ombudsman found that C was incorrectly charged and had encountered delays.

The Ombudsman required the Supplier to maintain the goodwill gesture credit offered, make a further goodwill gesture credit, send a letter of apology for the service shortfalls highlighted in the report.

6.0 Billing - Inaccurate Meter Reading

6.1

C complained about receiving a high estimated bill for electricity. The Supplier stated this was due to the account being billed previously on estimated usage. The Ombudsman appreciated C's concerns, but was of the opinion that the Supplier had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility lay with C to ensure the Supplier was provided with correct meter readings.

The Ombudsman required the Supplier to make a goodwill payment, by cheque, which includes goodwill and failure to attend a meter reading, send a re-calculation of the amended account setting out clearly the charges amended and send a letter of apology for the service shortfalls highlighted in the report.

6.2

C disputed the final meter readings the Supplier had used to bill the account following a meter exchange. C was unhappy that the readings used were recorded as actual readings, when they were estimates, and that the estimated readings were in the Supplier's favour. C contacted the Supplier to dispute the bill but did not receive a response.

The Supplier agreed its failure to respond to C was unsatisfactory. It agreed to amend the readings to those in line with C's estimate and to apply a credit to the account for the difference in charges.

7.0 Billing - Incorrect Account Details

7.1

C received bill from the Supplier for an accrued debt due to pre-payment meter not being recalibrated since 2001. C disputed the bill with the Supplier but remained dissatisfied with its response. The Supplier said that it had only billed C for 12 months prior to the debt being realised and had written off charges since 2001.

The Ombudsman said it was a concern that the Supplier failed to recalibrate the meter for such a long period of time but that its reduction of the debt was viewed as a reasonable resolution. The Ombudsman was however concerned that the Supplier failed to provide C with a breakdown of the debt and this was viewed as a shortfall in customer service. The Supplier was required to award a nominal goodwill payment and send C a complete breakdown of the debt.

8.0 Billing - Lack of Information

8.1

C complained that the supplier increased their regular payments without warning, when C expected them to go down. C then received a bill, and disputed some of the data. C asked for an explanation and disputed the explanation given. C decided to change supplier. The supplier sent a final bill, which C disputed. The supplier explained that the bill was due to C having already cancelled their Direct Debit. The supplier offered an apology for the confusion and an account breakdown, but it stated the balance was correct.

The Ombudsman required the supplier to reassess C's account because the readings on the final bill and explanation were all estimates and the bills' data was unclear. It was also required to make an apology for the shortfall in customer service; provide a goodwill gesture; and ensure all debt collection activity was cancelled, with no adverse effect on C's credit reference.

14.0 Billing - Quality of Customer Service

14.1

C complained that the supplier sent a large arrears bill when meter readings had always been taken and C had paid regularly and on time. The supplier investigated and found that the readings had not been used, as they were considered too high. The supplier then offered a payment plan, which C rejected.

The Ombudsman considered that C should pay for their consumption and that the payment plan was appropriate. However, a goodwill payment was required recognition of an avoidable situation occurring and for the inconvenience to C. As the supplier had apologised in writing already, it was not required to do so again.

14.2

C wanted to switch to a credit meter and on enquiring with The Supplier was told that there was considerable credit on the account. C asked for clarification and The Supplier

agreed to investigate. The Supplier was very slow in clarifying matters and this was considered poor customer service. In addition it was found that the agent advising of the credit had not taken all matters into consideration. This was further 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, in the form of a credit to C's account and confirm whether or not C was considered suitable for a credit meter.

14.3

C complained that the supplier sent large bills without warning and had not managed their account sufficiently well to avoid a large debt from accruing. The supplier stated it had sent C regular bills and that they knew the position as far as any bill was concerned. It arranged a check meter, but before this could be assessed C complained to the Ombudsman.

The Ombudsman decided that there had been a shortfall in customer service for C as the supplier had delayed in responding to C's letters, but given the lack of evidence, there was no reason to doubt the accuracy of C's bills. The supplier was required to make an apology for the shortfall in customer service and provide a goodwill payment in recognition. It was also required to re-assess C's account after it has retrieved the check meter results and re-bill the consumption if appropriate. Any fee normally charged for the check meter was to be waived as a goodwill gesture; and the supplier was recommended to consider a payment plan that took account of C's ability to pay.

14.4

C complained that the supplier stated they were due to transfer to a new supplier and provided unexpected bills, when C had not requested the transfer. C complained to the supplier, which stated it would investigate and report back to C. The supplier failed to update C, who complained to the Ombudsman. The supplier later explained that another service provider had completed an Erroneous Transfer, which resulted in the supplier having to set up C's account again.

The Ombudsman considered that whilst the Erroneous Transfer was not the supplier's fault, there had been subsequent poor customer service for C. A requirement was made of the supplier to make an apology for the shortfall in customer service and for the lack of updates and provide a goodwill payment. It was also required to provide a full written break down of C's payments from the day before the Erroneous Transfer and justify any balance that remained.

14.5

C complained of problems transferring gas supply to preferred supplier. C also complained that the Supplier had billed C on a commercial rather than a domestic tariff.

C complained that the Supplier delayed resolving this issue. The Supplier said that Transco set the amount of gas usage at 75,500kWh's which is for a commercial property. The Supplier was unable to change this until Transco completed an Annual Quantity review, which could not be requested until October. This had now been done and the Supplier was waiting on C to sign and return a form, confirming the change to a domestic tariff.

The Ombudsman said that the Supplier could not be blamed that the property was commercial due to previous high use. The Supplier could also not be blamed that the delays were caused by regulations and Transco, as this situation would have occurred no matter which supplier. The Ombudsman said that C should address concerns about transfer to preferred supplier, as the onus was on the gaining supplier to arrange the transfer. The Ombudsman could find no evidence of customer service shortfalls. The Ombudsman required the Supplier to re-bill C to a domestic tariff, once signed form was received.

14.6

The Supplier accepted C's gas and electricity rates onto its capped rates when in fact from the outset of the case C's consumption was too high to meet the terms and conditions of a domestic rate. In reality the company charged C on its standard rates although it sent correspondence leading C to believe the capped rate was being applied. The Ombudsman accepts the Supplier has acknowledged its error and welcomed its offer of a goodwill credit equivalent to the difference in charges for the period. In addition the Ombudsman required the Supplier to issue a formal letter of apology.

14.7

C complained that the supplier sent a large arrears bill after they had moved out of their property. The supplier investigated and confirmed that meter reference numbers had been mixed up with another similar property. It offered a reduction to the bill as a goodwill gesture, but C rejected this and wanted the whole bill cancelled.

The supplier complained that the back-billing code did not apply as it had been billing C.

The Ombudsman decided that the offers made by the supplier, of a goodwill gesture and payment plan were adequate, but additional action was required. The supplier was required to the back-billing code apology was required for the delay in resolving C's complaint when it had been given ample warning many months previously.

14.8

C received a bill that showed a debit balance had accrued on the account. C contacted the Supplier and was advised payments would need to be increased. C did not do this. However, C contacted the Supplier again, confirmed the due balance and paid it. C maintained payments at the original rate, but the debit balance continued to increase. C contacted the Supplier, which confirmed the charges were correct but acknowledged the

information provided about payment amounts had been wrong. C asked the Supplier to remove the debit balance as a goodwill gesture, but it did not agree to do so.

The Ombudsman considered C was responsible for payment of the fuel used. However, the incorrect payment advice the Supplier had given was deemed to be reflective of a shortfall in customer service. It was required to apply a credit as a gesture of goodwill, offer a payment plan that took C's ability to pay into consideration and provide energy efficiency advice.

21.0 Transfer

21.1

A third party supplier erroneously transferred C. C was transferred back to the Supplier. C received a large bill from the Supplier and disputed it. The Supplier explained that as C's account was erroneously transferred, it was then set up as if no break in supply by it had occurred. As C had not paid for fuel with the third party supplier, this was then billed by the Supplier.

The Ombudsman was satisfied that the Supplier had correctly billed C and that the third party supplier had not previously charged C. The Ombudsman required the Supplier to make a payment arrangement with C.

21.2

C moved property and asked for gas and electricity to be supplied by the Supplier. There was a mix up with the Meter Point Administration Numbers and C received bills for C's neighbour's electricity usage. C notified the Supplier of the problem, but C received letters from a Debt Collection Agency. The Supplier put a hold on the account and issued a new bill to C with a zero balance. Whilst the Supplier tried to sort out the transfer, C received numerous 'welcome' and 'sorry you are leaving' letters. C also complained about the customer service provided by the Supplier.

The Ombudsman commented that it had taken the Supplier too long to resolve the problem after becoming aware that there was a mix up with the transfer. At the time of making the complaint C had still not been registered on the Suppliers billing system. The Ombudsman instructed the Supplier to complete this without delay and ensure that regular bills were issued to C. The Ombudsman also asked the Supplier to ensure that C's details are removed from the Debt Collection Agency's records and confirm that C's credit rating has not been affected. The Supplier was also instructed to credit C's account with a goodwill gesture, and send a letter of apology.

30.0 Transfer - Mis-Information

30.1

C received debt collection letters at an old address. The Supplier accepted that this was due to incorrect information being supplied from Transco National Grid. The Supplier agreed to amend the account details and stop debt collection.

The Ombudsman decided that C had been treated poorly with regards to the erroneous account set up and the debt collection activity. The Supplier was required to make a goodwill gesture payment, by cheque, confirm that the erroneous account had been closed and balance zeroed, ensure that no adverse data has been sent to a credit reference agency as a result of this episode, ensure that any incorrect debt is recalled from the collection agents, send a letter of apology for the service shortfalls highlighted in the report.

45.0 Sales - Erroneous Transfer

45.1

C contacted a new Supplier to transfer supplies but stopped the transfer due to an increase in tariff being offered by the new Supplier. However, C was charged by both Suppliers. The Supplier stated that an error in administration had taken place and this failed to stop the transfer.

The Ombudsman found that C had been Erroneously Transferred and not shown a level of service normally expected. The Ombudsman required the Supplier to make a goodwill gesture credit, make a further goodwill gesture payment, by cheque, for the time spent, stress and inconvenience, and service shortfalls, contact C to discuss what options C has with regards to the supplies and facilitate what course of actions C chooses, as a matter of urgency, and send a letter for the shortfalls in service highlighted in the report.

45.2

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.