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1.0 Billing

1.1

C queried a bill received from the supplier. The supplier advised that the bill was issued after C's account was recalculated to account for a gap in billing in 2003 and recalculated again as a result of incorrect meter readings being imputed on the system in 2006. The supplier applied various credits to C's account by way of goodwill gesture and to correct further inaccuracies made during the recalculations. C continued to question the accuracy of the account.

The Ombudsman directed that the supplier should write off the disputed balance on the account. The Ombudsman directed that the supplier should write a letter of apology to C for failing to act sooner on the gap in billing. The Ombudsman also directed that the supplier should make a goodwill gesture.

1.2

C complained that the supplier failed to correctly amend her account following a change in personal circumstances. This resulted in C being unable to pay for the fuel used and accumulating a large debt on the account. C states that she attempted to get the problem resolved on a number of occasions but no action was taken.

The Ombudsman found that there had been errors in amending the account and a shortfall in customer service. A goodwill gesture was required and the supplier was required to amend and update the accounts correctly. A payment plan was requested.

1.3

C was unhappy that a large outstanding balance accumulated on the account, despite providing regular readings. The Supplier confirmed to C that price rises had occurred and C had not increased the Direct Debit, therefore the account had gone into arrears.

The Ombudsman considered that the Supplier had taken reasonable action in managing C's account and therefore no further direct action was required. However, the Supplier was asked to provide a goodwill payment as C had received debt collection letters in error.

1.4

C received a bill which they queried. C is on a prepayment meter and could not understand how they had accrued a debt. C advises their prepayment meter had not been recalibrated. C would like the outstanding balance cleared.

Following the Ombudsman's request for a case file the Supplier contacted C and agreed as a gesture of goodwill to remove the outstanding balance. The Ombudsman received confirmation from both parties that the complaint was resolved.

1.5

C received a large backdated bill for his electricity and complained to the supplier, the supplier could not send an accurate bill as this information had been wiped off system. C not happy and wanted this information.

The supplier offered a reduction in bill as a gesture of goodwill and produces an estimated bill based on last six months usage.

The Ombudsman required the supplier to waive the bill and accept the payments C has made as full and final settlement.

1.6

C realised that the Economy 7 prepayment meter had been charging the same day rate for both day and night for several years. C complained to the Supplier advising that that C must have overpaid as the account was being charged on the higher rate at all times. The Supplier agreed and re-billed the account. It was discovered that there was an outstanding debt on C's old token meter and that even with the overpayment; this had not been enough to cover the debt. The Supplier agreed to clear the outstanding amount. C also has experienced problems with the key for the meter and the Supplier had promised compensation for this but C failed to receive this. In addition C had experienced issue changing the account to his name from a previous tenant.

The Ombudsman concluded that the debt should have been cleared from the account before recalculating and that there had been a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, clear any debt from the old meter and then re-bill the account using the correct readings, refunding any overpayments and to issue a goodwill payment to reflect the issue with the keys and the inconvenience caused.

1.7

C transferred away from the Supplier and on doing this provided the start readings to the new Supplier. The new supplier used an incorrect reading to start the account, also passing this information to the Supplier. The Supplier produced a final bill however due to a higher reading being used, C was overcharged. C complained to the Supplier however it explained that it could only bill the account using the information passed to it by the new Supplier. It was eventually agreed to amend the account despite the fact that the new Supplier had not yet passed on the incorrect information. The Supplier also agreed to clear the remaining balance as a gesture of goodwill. C sent several letter and emails to the Supplier but did not receive a response.

The Ombudsman concluded that the Supplier had not been in error when using the reading as it is the new supplier's responsibility to pass the reading to the old supplier. It was acknowledged however that there had been a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, offer a goodwill payment for the shortfall in customer service, maintain the offer to clear the balance also confirming that this had no affect on C's credit rating, issue a copy of the final statement showing the correct reading and to issue a statement of the account showing all charges, readings and payment made.

1.8

C disputed the increase in the monthly payment plan and asked for the electricity meter to be tested. The supplier failed to attend for four appointments for the meter to be tested. When the test was eventually completed it showed no fault and the supplier required payment. C asked for compensation for the failed appointments and questioned the amount demanded as bills had been estimated for over 12 months. The supplier maintained its demand for payment of the outstanding balance and C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered the supplier had set the monthly payment plan at too low a figure, had failed to attend appointments and failed to promptly report back on the meter test results. The Ombudsman required the supplier to provide a goodwill credit in recognition of the shortfall in customer service, to arrange a suitable payment plan and provide Energy Efficiency advice.

1.9

The Supplier increased the Direct Debit payment scheme in accordance with C's outstanding balance on the account. C disputed the increase and claimed the usage was decreasing. The Ombudsman found a shortfall in customer service in the handling of the complaint but found no evidence of a breach in the Direct Debit Guarantee procedure. The Ombudsman considered the previous goodwill gesture applied to the account was adequate settlement to the complaint.

In summary the Ombudsman required the Supplier to ensure no gas charges are shown on C's electricity bill if C is not a one bill customer and write to C to clarify the company's position on this matter; review the present level of Direct Debit payment with C taking into consideration the ability to pay and usage; and to issue a letter of apology in light of the inconvenience C experienced due to the shortfall in customer service presented.

1.10

The complainant was startled on receiving a high Final Bill from a Supplier. The complainant queried the bill and following an investigation by the Supplier it maintained that the charges were correct and valid. The complainant complained to the Ombudsman.

The Ombudsman compared post readings the complainant had provided and noticed that they were in line with the start meter readings the Supplier had used for the account. However, the Ombudsman noted that there was an unexplained sudden jump in readings when the final reading was supplied. The Ombudsman saw this as being the reason for the high bill and questioned whether the complainant had provided an accurate reading to the Supplier at the end of the service. The Ombudsman encouraged the complainant to look into this and pointed out that if an error had occurred it had not arisen because of failures on the part of the Supplier.

However, the Ombudsman recognised that there had been shortfalls in customer service in the case, arising from delays in providing a Final Bill and dealing with the complainant's query, and in recognition of these shortfalls the Ombudsman directed the Supplier to make a small goodwill gesture to the complainant and to send a letter of apology.

1.11

C complained to the supplier about incorrect bills being received. The supplier advised that this was due to incorrect Man's and meter serial numbers being recorded and proposed an engineer's visit in order to rectify this problem. The supplier also confirmed that the customer hadn't received a statement relating to their meter for a number of years. Therefore while the current bills were to be cancelled, C would receive a new backdated bill.

It was concluded that such action should have been taken much sooner and that C had experienced avoidable delays and poor customer service in the process.

The supplier was required to send a letter of apology, arrange for an engineer to visit, so that a new bill could be produced. However, the supplier was to cancel some of the charges in line with the back billing code and make a further goodwill credit to the account. Given the delays involved, the supplier was required to offer an extended payment plan.

1.12

C complained to the supplier after receiving a large gas bill. The supplier admitted in had failed to bill the account for some time due to an error setting up the account. The supplier offered to make a reduction in light of this problem, in addition to setting up a payment plan. These offers were accepted by C. C later complained after the supplier increased their Direct Debit payments. The supplier advised that the previous payments had failed to clear the balance due to rising prices. C remained unhappy and asked the supplier to cancel the remaining balance. The supplier refused, and C left the company.

Although a billing error had occurred, it was concluded that the supplier was entitled to pursue the full outstanding balance in line with legislation. The offers made by the supplier were welcomed as it was under no obligation to make a reduction of offer a payment. The supplier notes showed a further payment plan was offered by the supplier after C left the company. As this appeared reasonable, the supplier was required to

maintain the payment plan offer, provide written confirmation of this, and send a further letter of apology.

1.13

C paid for electricity using a pre-payment meter. Due to a number of increases in the cost of electricity there was a shortfall when C switched to a new supplier. The supplier explained that it notified customers of the price increases therefore they were aware of the increases but it was too big a job to change all meters with each price rise. Whilst it was accepted that this would be too big job it was also noted that there had been a number of increases with no apparent effort to change the tariff charged by meters. This was considered disappointing.

the supplier was required to provide a letter of apology in respect of the poor customer service experienced in this instance, to provide a goodwill gesture, in the form of a credit to the account, to arrange a reasonable and affordable payment plan for C to assist with the clearing of the outstanding debt; and ensure and confirm that no damage is suffered by C's credit history.

1.14

C experienced problems with incorrectly calculated bills. C followed the complaints procedure but no agreement was reached. When the Ombudsman asked for a case file, Supplier offered to send an accurate bill and apply a credit which C accepted.

The Ombudsman was pleased that a satisfactory resolution had been agreed.

1.15

C, the account holders' executor, called Supplier to advice of the account holder's death. Supplier sent a final bill showing a credit and sent C a cheque for an amount short of the final credit. Supplier then sent C a further bill. When C complained, several call backs were offered, which it appears C did not receive. C continued to complain but was given no explanation of the balance.

Supplier admitted that the new balance was incorrect in its case file. It maintained that it been calling C back and left details for C to get in contact with it on C's answer phone. It also advised that it had sent a second cheque for the balance of the credit that C was owed.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required the supplier to send a letter of apology, make a goodwill payment and resend the credit cheque if it had not been cashed.

1.16

The complainant complained about receiving a high estimated bill for electricity. Supplier stated this was due to the account being billed based on estimated usage. Supplier applied a credit to the account and proposed a goodwill payment. The complainant refused this.

The Ombudsman appreciated the complainant's concerns, but was of the opinion that supplier had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility laid with the complainant to ensure Supplier was provided with correct meter readings since records showed meter readings had been supplied for the gas account. The Ombudsman required Supplier to provide an apology for any inconvenience caused and in recognition its previous goodwill credit, offer a payment plan, taking into account the complainant's ability to pay, so that the outstanding balance on the gas account could be paid off. The complainant was expected to pay off the remainder of the outstanding balance on the account.

1.17

C had electricity with Supplier. The Supplier billed with an incorrect starting reading, which was proved when the meter was removed.

The Ombudsman did consider that the Supplier was unable to reconcile the charges over the period that the meter was in place. She required that the Supplier make a payment on the account to address this and to send the C a written apology.

1.18

C had a meter changed and was provided with estimated readings from the old meter. C made repeated requests to the Supplier to send out an up to date invoice. The Supplier stated that there was a delay in sending out an updated bill due to the old Supplier not updating its systems. The Ombudsman found that the Supplier was directly accountable for C's invoices and that any delay was down to the company. The Ombudsman also found that C was not shown a level of service normally expected.

The Ombudsman required the Supplier to make a goodwill gesture credit to C's account, make a goodwill gesture payment, by cheque, for the time spent chasing the complaint, distress and goodwill, send out a meter reader to C's address and take a reading from the new meter, once the new reading is taken, re-calculate C's actual usage and send an up to date invoice, and send a letter of apology for the service shortfalls highlighted in the report.

1.19

C moved into new premises and was billed incorrectly by the Supplier. The Supplier agreed to clear the disputed charges. The Ombudsman found that the Supplier was correct to clear the disputed charges as C had no accountability for the charges raised. C was also not show a level of service normally expected from the Supplier.

The Ombudsman required the Supplier to make a goodwill gesture credit, against the outstanding balance, for the delays, incorrect billing and goodwill, contact C directly and make an informal arrangement to pay taking into account ability to pay and send a letter of apology for the service shortfalls highlighted in the report.

1.20

The complainant received a high bill and complained about this to the supplier. The supplier explained that the reason for the high bill was due to a failure to apply charges for electricity consumption over a period of time. The complainant was unhappy with this and complained to the Ombudsman.

The Ombudsman examined bills that had been provided and came to the conclusion that while the complainant had indeed been billed late, an accurate bill had been provided within the previous two years under consideration so the Industry Code of Practice about Back Billing did not apply. The Ombudsman was satisfied that the bills and charges were accurate but she recognised that there had been a shortfall in customer service arising from the late billing and the Ombudsman directed the supplier to maintain a goodwill gesture it had offered in respect of this.

1.21

After bereavement the account was transferred to C. Meter readings were given to the Supplier and as a result of this the Direct Debit payments C was making were increased drastically and steps were taken to collect a large amount of money. The Supplier stated C had not supplied it with any meter readings. A letter was sent to exhaust the Suppliers complaints procedure and it sent a letter back stating it had corrected the account and offered an extended payment plan.

When the Ombudsman requested the file from the Supplier it took steps to resolve the complaint which were accepted by C. The case closed.

1.22

C disputed a bill. The Supplier explained the charges but C remained unhappy. C also considered a payment made had not been correctly credited to the account.

The Supplier proved the payment disputed by C had been correctly credited and that C had been informed of this. It also considered it had demonstrated to C that the charges were correct and payable.

The Ombudsman was satisfied the Supplier had thoroughly checked C's account and take reasonable steps to resolve C's complaint. However, it was noted it had not replied to all of C's letters. The Supplier was required to provide a small credit as a goodwill gesture, confirm that C's online account access had been reinstated, investigate an additional payment query raised by C and maintain its offer to arrange a meter accuracy test. It was also required to contact C to obtain an up to date meter reading.

1.23

C advises they received a letter from their Supplier advising the balance had been cancelled. C says they have since been told this is not the case. The Supplier advises there was a debit on C's account which was going to be taken via their bank account. Instead C's Direct Debit was increased and the balance was to be paid off this way.

The Ombudsman found that the monies were owing on C's account but the wording in the letter C had been sent had been misleading. It was found there were typing errors and a delay in responding to C. This was considered a shortfall in service. The Supplier was required to apologise and award a gesture of goodwill in recognition of this.

1.24

C moved into a property and transferred supplier for gas and electricity. C gave a final electricity meter reading to the old supplier which was used as the start reading for the supplier. C subsequently provided meter readings to the supplier which was lower than the start reading when the account was opened. The supplier agreed a revised start figure with C's old supplier and accounted to C accordingly. C disputed the revised figure.

The Ombudsman directed the supplier to amend the start reading on C's account and provide C with a recalculated final account.

1.25

C reported numerous problems with an electricity account. These were accepted by the Supplier in full but after complaint was made it was reported that incorrect tariffs had been applied to the latest billing and that the steps taken to correct billing problems had not taken full account of all payments made. It was found that the higher tariff had been applied due to a Direct Debit not being in place for a period of time. The investigation found that the Direct Debit had not been cancelled by C and that this was an error on the part of The Supplier. This was considered another error and further poor customer service. It was considered important that C should be able to see that all payments made had been credited to the account steps were taken to ensure transparency on the account.

The Supplier was required to provide a letter of apology for the poor customer service experienced, account for all payments made by C since opening the account up to the present date and to demonstrate that the correct tariff has been applied throughout, to ensure that a higher rate applied in one bill was removed and that the correct tariff was applied, to provide a schedule of the progress on the account, showing all payments made and the amounts billed resulting in an up to date account balance and to provide and apply a goodwill gesture in the form of a credit to the account and confirm the current Direct Debit rate to be applied.

1.26

C had a prepayment meter which the Supplier failed to update with price rises. When C had their meter changed the Supplier sent C a large bill for the outstanding balance. C refused to pay as C felt it was not their fault.

The Ombudsman decided that it was not C's fault, but that C did need to make some contribution towards their use of the fuel, but as the Supplier had not made the necessary price changes to C's meter, nor had informed C of the potential problem, a further reduction in C's bill was made.

1.27

C accrued a debt on their prepayment account as a result of the Supplier not receiving all the payments C says they had made and the meter not being recalibrated. The Supplier advises it has already awarded a gesture of goodwill in recognition of the meter not being recalibrated and after investigating cannot trace C's payments.

The Ombudsman found the gesture of goodwill that was awarded was sufficient in addressing the shortfall in not recalibrating C's prepayment meter. The majority of the debt had accrued due to it not receiving payments. It was considered probable that C had been using somebody else's payment card; therefore the credit was not going on C's account. C had not kept receipts so it was impossible to determine. The Ombudsman was satisfied that the Supplier had investigated as much as it could and required no further action.

1.28

C accrued a large outstanding balance and contacted the Supplier to complain. After being contacted a pre-payment meter was agreed and to be set at a higher rate to clear the balance. The Supplier accepted that the recovery rate was never applied. The Ombudsman found that C had been caused distress by the Suppliers error but that the goodwill gesture applied was reasonable under the circumstances.

The Ombudsman required the Supplier to maintain the goodwill gesture against the outstanding balance, make an informal repayment schedule at the level already offered and send a letter of apology for the service shortfalls highlighted in the provisional report.

1.29

C had supply of Gas with Supplier. The Supplier did not provide gas bills for an extended period of time. When it did so, the C was left with a large balance.

The Supplier waived charges over two years old and discounted the remaining charges to reduce the balance but the C wanted the entire bill waiving.

The Ombudsman considered that the discount applied by Supplier was sufficient but she required that it offer the C a suitable payment plan to spread the balance of payments.

1.30

C disputed their electricity bill and the Supplier stated the day and night reads had been transposed. The Supplier corrected a discrepancy with the meter reads and a catch up bill was produced. C experienced a poor level of customer service.

Although the Ombudsman was pleased the Supplier had corrected the error that had occurred, they considered a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology. The Supplier was also required to make a payment arrangement with C.

1.31

C's meter was exchanged and Supplier continued to bill using the old meter details. C complained and Supplier advised it would amend the billing but did not. C involved energywatch and Supplier amended the billing, but incorrectly. C complained and again and Supplier agreed to amend the billing. During the course of the complaint Supplier offered C a credit in consideration of the delay.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required Supplier to maintain its offer, calculate the bills accurately and offer a payment plan for the outstanding balance, which took ability to pay into consideration.

1.32

C's bills were based on estimated readings for four years. Supplier took readings during that period and attempted to verify the readings with C. C did not provide the verification that was requested. When an actual reading was used C received a bill with a large outstanding balance. C complained to Supplier and it offered a generous credit to C's account. C remained dissatisfied and the case reached deadlock.

The Ombudsman was of the opinion that the bill was a correct reflection of the gas C had used but not paid for. There had been a customer service shortfall and the

Ombudsman required Supplier to maintain its offer to credit the account and offer C a payment plan.

1.33

C moved house and rented the house to a tenant. C provided a final reading to the Supplier. The Supplier used the wrong reading and incorrectly charged C and also sent debt collection letters to C's tenant. C telephoned to complain but continued to receive incorrect bills. C wrote and telephoned. The Supplier identified C had been charged on the wrong tariff for a number of years and recalculated the bill and issued a refund. C received a refund cheque for a lesser amount than had been identified and received a final bill showing a credit but did not receive the credit. C complained to the Energy Supply Ombudsman Service.

The Supplier acknowledged a number of errors in the administration of the account. The Ombudsman required the Supplier to provide a goodwill refund in recognition of the shortfalls in customer service.

1.34

C was billed on a four dial meter instead of a five dial meter for a period of three years. This resulted in C receiving a large bill based on correct readings. C would like the bill waived. The Supplier advises it has only back billed C for 12 months.

The Ombudsman found the Supplier had implemented the back billing code. This was considered sufficient in addressing the error which had occurred in the handling of C's account. The Supplier was required to offer a payment plan taking into account C's ability to pay off the outstanding balance and apologise for any distress this matter had caused.

1.35

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.

1.36

C received a letter from the Supplier advising that an accurate meter reading had been received, which had generated a large debit balance. C contacted the Supplier and it

explained it had not received notification of C's meter change and had therefore incorrectly billed C's account based on the old meter. It offered to reduce the balance for backdated charges as a gesture of goodwill, and offered C an extended payment plan. C was unhappy with the offer, so the Supplier agreed to extend the term of the payment arrangement, but C remained unhappy with this.

The Supplier's failure to investigate anomalies in the meter readings it received was considered to be reflective of a shortfall in customer service. It was noted that the bills C had received showed an incorrect meter number, and the Ombudsman considered C did have a responsibility to check that the bills received were correct. The payment arrangement offered by the Supplier was deemed reasonable, and it was required to maintain the offer. However, the Ombudsman also required the Supplier to increase the reduction applied to the balance as a gesture of goodwill. Make a payment as a goodwill gesture, provide a breakdown of the undercharged amount, send a letter of apology and withdraw charges in line with the 'Code of Practice for Accurate Bills'.

1.37

C was registered with Supplier for gas, but turned off the gas at the mains and did not consume any. The Supplier sent C estimated bills for gas, which the C disputed. This resulted on threats of disconnection and action from a debt collection agency. The C took service with another supplier and the Supplier finally accepted the meter reading showed that C had used no gas. The Supplier sent C a zeroed bill and closed the account.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the inconvenience caused. It also required that the Supplier write to C to confirm that the C's credit file had not been negatively impacted.

1.38

C was billed incorrectly by the Supplier and received debt collection notices for an amount not owed. The Supplier accepted that it had billed C incorrectly and offered a credit against the outstanding balance. The Ombudsman found that C had been inconvenienced by being incorrectly billed, being chased for an amount not owed and a poor reply from the Supplier.

The Ombudsman required the Supplier to make a increase in the goodwill gesture credit, against the outstanding balance, for the incorrect billing, being chased for payment and poor service levels, contact C to set up a payment plan which takes into account ability to pay and send a letter of apology for the service shortfalls highlighted in the report.

1.39

C began to receive incorrect bills from the energy supplier and contacted the company on several occasions to dispute the amounts requested. It was later found that C's

meter had not been updated after many tariff increases and this had led to a debt accruing on the account.

It was agreed that the supplier would clear the balance owing as a gesture of goodwill and send C a further goodwill payment and a letter of apology.

1.40

The Complainant received a letter from the Supplier to advise that the monthly direct debit was to increase. The Complainant contacted the Supplier and failed to reach a resolution on the telephone. The Complainant wrote to the Supplier and it identified a problem with the account as some discounts had not been applied. The Complainant cancelled the direct debit and reverted to quarterly payments. The supplier credited the account with the discounts. The Complainant wrote again and asked for some recompense. The Supplier stated that it had already applied a gesture of goodwill to the account and it would not apply any further credit. The Complainant wrote again and pointed out the error and the Supplier awarded a further gesture of goodwill by cheque. The Ombudsman concluded that there was already an error on the Complainants account before the payments were re assessed. Had this been identified the increase would have been smaller. The first contact with the supplier ended in an inappropriate way and training issues were identified by the Supplier. Mistakes were made in the written responses and a further award was made by the Supplier. The Ombudsman required the Supplier to make a further gesture of goodwill.

5.0 Billing - Inaccurate Invoices

5.1

C received large bill from the Supplier and complained that the Supplier had billed C incorrectly for two years since meter change. C disputed the debt accrued. The Supplier confirmed it had not updated its records with the meter change and had billed C incorrectly. The Supplier proposed to remove all debt older then one year. The Supplier confirmed that C had had a pre-payment meter installed.

The Ombudsman was concerned that the Supplier had billed C incorrectly for such a long period of time but its proposal to remove all debt older then one year was viewed as a reasonable resolution. The Ombudsman required the Supplier to credit the account and send C a letter confirming the remaining debt and the payment agreement.

6.0 Billing - Inaccurate Meter Reading

6.1

C owned a property that was vacant. C sold the property and requested final bills. C disputed the meter readings the Supplier used to bill the account. The Supplier maintained the accuracy of the charges and passed the account for payment collection. C provided the Supplier with evidence that the property was vacant, but the Supplier refused to change the meter readings.

The Supplier confirmed incorrect meter readings had been used. It confirmed one of C's accounts had now been closed. It offered to bill the account to the readings C had provided. The Ombudsman considered the Supplier's offer to be reasonable, but considered its delay in confirming the inaccuracy of the meter readings it had previously used to be reflective of a shortfall in customer service. The Supplier was required to send a letter of apology, make a payment as a gesture of goodwill, confirm C's credit rating had not been affected, confirm one of the accounts had been closed with a nil balance and send a final bill for the remaining account based on the readings C had supplied.

6.2

C disputed charges being raised on a Pre-payment meter as the gas supply was turned off. The Supplier advised that the charges raised were correctly raised. The Ombudsman found that the meter had been checked and no fault found. It was a possibility that C had left a pilot light on which had run up the disputed charges.

The Ombudsman required the supplier to maintain its offer to clear the remaining outstanding balance as a goodwill gesture and send a letter of apology for any misunderstanding.

6.3

C received a large bill from the Supplier which C disputed. It was established that the Supplier had estimated C's bills for four years. C complained to the Supplier but remained dissatisfied with its response. The Supplier said it had offered C a reduction of the balance and a four year payment plan.

The Ombudsman was concerned that the Supplier estimated C's bills for such a lengthy period of time even though it had received some actual readings. This was viewed as mismanagement of the account. In recognition of this the Ombudsman required the Supplier to apply the Billing Code of Practice and remove all previously unbilled charges more than two years old.

7.0 Billing - Incorrect Account Details

7.1

C complained that the Supplier had been taking monthly payments for someone else's energy supply for several years. C contacted the Supplier for a refund and sent several letters of complaint but ten months later C has still received no resolution. The Supplier said it had established that in error C had been charged for electricity usage for a different address for several years. There had been a crossed meter situation. The Supplier proposed to refund C with all payments and to re-bill the account.

The Ombudsman was concerned that C had been incorrectly billed for four years and that since making the Supplier aware it had failed to resolve the problem for approximately ten months. As a resolution the Ombudsman required the Supplier to refund C with all incorrect payments and to re-bill C for correct usage but only back date the charges for one year. The Ombudsman also required the Supplier to award a goodwill payment, arrange a payment plan and send C a letter of apology.

7.2

The Ombudsman found the Supplier had not billed C on the correct meter or tariff since the outset of the contract. The meter was changed and the account re-billed in C's favour. The Ombudsman considers that there was a shortfall in customer service however considered the goodwill gesture offered by the company was satisfactory. In summary the Ombudsman required the Supplier to maintain its previous offer of a goodwill gesture and to offer C a payment plan.

7.3

C's address details were incorrect and they asked the Supplier to amend them. There was a long delay before the details were updated. C believed a payment was missing from their account and complained to the Supplier but it failed to investigate this. C experienced a poor level of customer service.

The Ombudsman was concerned by the Supplier's failures in this instance. The Supplier was required to update C's address and investigate the missing payment. 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.

11.0 Billing - No Bill Received

11.1

C changed from a special tariff to the Supplier's standard tariff. C complained that the Supplier then failed to bill C or assess the monthly payments for 18 months. As a consequence a large balance had accumulated. C complained that this caused hardship as C was a pensioner on a tight budget. C sent letters to the Supplier but remained dissatisfied with the goodwill offered and the payment plan. The Supplier admitted it had failed to bill C but believed its goodwill offer and payment plan were acceptable.

The Ombudsman was concerned that the Supplier has caused this situation to occur to a pensioner on a tight budget. The Ombudsman viewed this as unacceptable. The Ombudsman required the Supplier to award a further goodwill payment and to contact C to arrange a payment plan.

11.2

There was a delay in the Supplier receiving notification that C had had a gas supply installed at the property. This resulted in C receiving a large bill for backdated charges. The Supplier agreed a Direct Debit amount for C, but this was not sufficient to cover on going usage or to reduce the debit balance. The Supplier proposed an increase to the payment amount to prevent the debt from increasing further, but C was unhappy with the amount. The Supplier offered to install a prepayment meter and applied a credit as a gesture of goodwill, but C was unhappy with the offer.

The Ombudsman considered the delay in billing the account, and the Supplier's delay in reassessing the payment amount to be reflective of a shortfall in customer service. However, it was considered C also had a responsibility to check bills, monitor the account balance and ensure payment was made for the fuel used. It was also outside of the Ombudsman's remit to require the Supplier to accept regular payments from C that would not be sufficient to meet on going usage or pay off the debt. The Supplier's offer to install a prepayment meter was considered to be reasonable. The Supplier was required to apply a further credit as a gesture of goodwill, provide C with energy efficiency advice, confirm the payment amount required to meet on going usage and pay off the debt, and for it to maintain the offer to install a prepayment meter.

14.0 Billing - Quality of Customer Service

14.1

The complainant complained to supplier about increased monthly payments. Despite calling supplier on a number of occasions and writing to supplier no explanation was offered. Supplier later apologised for its lack of response and confirmed that the payments had increased due to a surge in fuel prices. A re-assessment carried out on the account revealed that the complainant's monthly payment would be reduced.

The Ombudsman was of the opinion that supplier had failed to take ownership of the complaint from the outset. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment and to advise in writing whether the review on the account would be every three or six months.

14.2

C complained that the supplier failed to close an account as expected and needlessly sent debt collection letters to a contact address. C complained to the supplier, but it failed to respond. The supplier acknowledged there had been incorrect action taken, but provided copies of letters it had sent to C in reply to their correspondence.

The Ombudsman decided C had experienced poor customer service and that C had not received the last letter that the supplier referred to. This letter indicated that C's issues had been resolved. The supplier was required to re-send another copy of the last letter that contained an apology and reassurance about C's credit reference. It was also required to pay a goodwill gesture in recognition of the poor customer service, inconvenience and as a contribution towards additional expenses incurred by C.

14.3

C received notification of an increase to monthly Direct Debit payments. C was unhappy with the increase and considered the Supplier had not credited all payments to the account, or applied a dual fuel discount.

The Supplier explained the reasons for the proposed increase to C, but C remained unhappy and cancelled the Direct Debit. The Supplier passed the account to a debt collection agency. C continued to complain, but the Supplier maintained the charges. The Supplier agreed to place the account on hold whilst C's complaint was being investigated, but this did not happen and debt collection activity continued.

The Ombudsman was satisfied C had been charged correctly and that the proposed increase to the Direct Debit was reasonable. There was no evidence C had contacted the Supplier to discuss the payment amount it had requested. The Supplier's failure to maintain a hold on the account, after it had agreed to do so was considered to be reflective of a shortfall in customer service. The Supplier was required to provide a credit as a gesture of goodwill, provide C with the opportunity to arrange a payment plan and send a letter of apology.

14.4

C complained that the supplier failed to close an account correctly, stated that a large refund was due, but after the payment had been made, it stated the refund should not have been made as C was due much less. The supplier stated a replacement refund was issued, but C cashed both cheques. The supplier then requested the incorrect payment be returned. C refused and claimed further compensation and loss of earnings.

The Ombudsman considered there had been poor customer service over the delays and errors made by the supplier, but concluded C must have been aware that they were not due both payments. C was recommended to repay the incorrect refund. However, the supplier was required to make an additional goodwill payment. As the supplier had already apologised in writing, it was not required to do so again.

14.5

C complained that the supplier failed to take the appropriate action to manage their complaint. C complained but felt they were unable to reach a resolution. C asked a third party for assistance which wrote to the supplier on C's behalf. The supplier investigated and accepted there had been delays in updating C's account. It offered a goodwill payment and a payment plan.

The Ombudsman considered there had been poor customer service for C, but not all of the delay was directly attributable to the supplier. The goodwill payments and payment plan were considered adequate.

21.0 Transfer

21.1

C had electricity supply incorrectly transferred to energy supplier following a mix up with Meter Point Administration Numbers (MPAN). C lived in a property with 1st and ground floor flats. The supply was switched for C's flat on the 1st floor instead of the ground floor flat. C wrote four letters of complaint to energy supplier but did not receive a response. The energy supplier was also contacted by the other resident to advise that the supply may have been switched for the wrong property. The energy supplier started the process of transferring C's supply back to original supplier, but this was not completed.

After reviewing the case the Ombudsman concluded that C's electricity supply was erroneously transferred. It instructed the energy supplier to transfer C's supply back to C's original supplier, and cancel all bills. The energy supplier was also asked to contact C in accordance with the Erroneous Transfer Customer Charter. The energy supplier was also instructed to award a goodwill gesture to C and send a letter of explanation and apology.

43.0 Sales

43.1

C agreed to a contract with the Supplier. The Supplier set C's DD payments at a level C considered being too low. However, the sale was verified by a manager and C was reassured that the payments were adequate. C's first bill showed a debit balance. The second bill showed the debit balance had increased. C contacted the Supplier to complain that the DD payments were too low and that the Supplier's advice at the point of sale had resulted in a debt accruing. The Supplier agreed the payments should have been higher and offered C a payment plan and a small credit as a goodwill gesture, but C rejected the offer and the complaint was deadlocked.

The Ombudsman considered C had been incorrectly advised. However, it was also noted that C's usage had increased and that there had been a price increase which the Sales Agent could not have anticipated. The Supplier was required to maintain the offer of a payment plan, send a letter of apology and apply a slightly higher credit than had originally been offered as a gesture of goodwill.