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## **1.0 Billing**

### **1.1**

C complained that the company billed them for arrears after their pre-payment meter had not been updated. C complained to the company which applied the billing code and agreed to allow C to repay the arrears over an extended period. C rejected this offer, wanting the entire debt waived. The company refused to do this, but it did apply a goodwill credit.

The Ombudsman considered the company had applied the billing code correctly and that the goodwill payment was generous. No further action was required of the supplier.

### **1.2**

C moved into a property with a prepayment meter. C contacted SP to replace the meter. Having replaced the meter, C received a high bill. SP investigated the matter and discovered that the day and night meter readings had been transposed. SP recalculated the bill and set up a payment plan. C received quarterly bills in the usual manner until C received another high bill. SP investigated again and noted that the day and night meter readings had been transposed yet again. The account was recalculated and a payment plan offered to C. C rejected the offer and noted that SP had not read the meter for two years. SP conceded that it had relied on estimates for over two years as it had not amended its records relating to the transposition error.

The Ombudsman directed that SP should apply the principles of the Billing Code of Practice to reduce the debt and allow C a payment plan. The Ombudsman further directed that SP should apologise to C and make a goodwill payment.

### **1.3**

C's electricity bills were estimated for over five years. When an accurate reading was taken there was a large outstanding balance. Supplier apportioned the bill to take price rises into consideration and offered a small reduction to the balance, and a payment plan.

The Ombudsman was of the opinion that there had been a shortfall in customer service and required Supplier to:

- make an adjustment to the account in the spirit of the Industry Code of Practice for Accurate Billing.
- send a letter of apology; and
- offers a payment plan for the balance, which took ability to pay into consideration.

#### **1.4**

C contacted the Supplier to disputed charges raised. The Supplier stated that the bills were correct and due to high usage over the winter period. It was found that C had been billed correctly but that the Supplier had not shown a level of service normally expected.

The Supplier was required to make a goodwill gesture credit against the outstanding balance, and send letter of apology for the service shortfall highlighted in the report.

#### **1.5**

C disputed the electricity bill. Previous bills for 12 months had all been estimated and C was back billed when a reading was taken. C provided different readings and a further data collector's reading was taken verifying the first reading. C disputed the readings and was asked to provide a further reading. C did not provide a reading and asked the Supplier to remove the meter. The Supplier removed the meter and proceeded to recover the debt on the account. C claimed the meter was faulty but the Supplier was then unable to test it. C asked for the bill to be waived and complained to the Energy Supply Ombudsman Service.

The Ombudsman considered the readings did not indicate any fault with the meter. C had not made any official complaint to the Supplier prior to asking for the meter to be removed and the Ombudsman therefore considered the C's request was not warranted. There had been some shortfall in customer service and the Ombudsman required the Supplier to provide a goodwill gesture in recognition of this.

#### **1.6**

The Complainant received a large bill from the Supplier and it was identified that the meter had been billed as a metric meter instead of an imperial meter. It was also identified that the meter serial number was incorrect. The Supplier amended the bill and produced a number of differing amounts on a series of bills. The Complainant was unhappy with this and complained further to the Supplier as it had not provided an adequate explanation of the problems. The Ombudsman investigated and found that whilst the Supplier had addressed the issue and had amended the bills it had not provided sufficient information to the Complainant. The Ombudsman required the Supplier to explain how it had calculated the revised bills and why it had continued to use the same meter serial number throughout. The Supplier was also required to make a gesture of goodwill in recognition of the shortfalls in customer service.

#### **1.7**

C had supply of energy with Supplier. The Supplier agreed a new tariff with C and C sent back a written agreement, stipulating that the Direct Debit would be set at a certain level. The Direct Debit exceeded this level and C felt had been mis-sold.

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

### **1.8**

C advises that they received a large bill which they queried and did not receive a satisfactory response to. C would also like to change suppliers. The company advises that C's Direct Debit payments were not covering their usage and this is the reason why the account has fallen into debit.

The Ombudsman found that the company did not review C's payments when it said it would and this was considered a shortfall in the service C received. It was found that until the debit was paid the company was within its rights to block any transfer. It was also found that C had been provided with conflicting information over the amounts required to cover their usage which was considered a shortfall in the service C received. The company was required to apologise to C and award a goodwill gesture in recognition of the shortfalls in service.

### **1.9**

C complained to the company about incorrect bills being received. The information received suggested an erroneous transfer by another company had led to the incorrect direction of payments on a payment card. This was not the company's fault, but it then failed to take control of the situation. The company, by its own admission, then provided a poor level of customer service. This resulted in avoidable delays and a number of debt collection letters being received. During the investigation the company managed to receive some of the mis-directed money and decided to cancel the remainder.

The company was required to send a letter of apology, provide written confirmation that the account had been closed with a nil balance, ensure no adverse credit information was recorded, and make a goodwill payment to C.

### **1.10**

C had an outstanding balance on C's gas account, which C arranged to pay by cheque. The Company received this cheque, and allocated it to C's account, but some weeks later the payment was returned to the bank. C then provided the Company with copies of bank statements to show that the payment had been taken from C's account. However, the Company then noted that the payee on the cheque was not the Company. C has received requests for the outstanding balance via a Debt Collection Agency.

The Ombudsman concluded that the Company must put C's account on hold until C had had a chance to trace where the payment had gone, via C's bank. The Ombudsman also determined that the Company had provided a poor level of service throughout the matter, and must award a goodwill gesture to C's account, and send a letter of apology.

### **1.11**

C complained bills were incorrect and confusing. C sent letters but received no response. The Company said C had been charged correctly. However, it could not explain why a debt had accumulated on C's old pre-payment meter and so it advised that the charges would be removed.

The Ombudsman examined the bills received by C and noted various anomalies that could not be explained. The Ombudsman was concerned that the Company had failed to respond to C's complaint and this was viewed as poor customer service. The Company was required to provide an amended bill to show all usage and payments, remove the accumulated debt levied against the pre-payment meter, award a goodwill payment and send a letter of apology.

### **1.12**

C's electricity meter was exchanged some time ago. Supplier failed to update its system and continued to bill C using estimated readings on the old meter. Supplier did take accurate reads but rejected them as they did not follow on from previous estimates. Supplier emailed C to ask for readings but used a dormant email address; C had previously provided the correct email address. Supplier offered a reduction in the outstanding balance, which C rejected and a deadlock was reached.

The Ombudsman was of the opinion that Supplier had billed C incorrectly for some years and that it was Supplier's fault. The Ombudsman required Supplier to make an adjustment to the bill by applying the principles of the Industry Code of Practice for Accurate Billing, send an apology and offer C a payment plan.

### **1.13**

C moved into a property several years ago and could not find out who the gas supplier was. C made enquiries with Supplier but it denied being the Supplier. After some time Supplier found that it had been supplying the property and sent a large bill to C. C wanted confirmation of the accuracy of the bill and it was discovered that Supplier had mixed C's details with another house in the same building. Supplier amended its records and offered a credit as a goodwill gesture. C remained unhappy and approached the Ombudsman's office.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service. As C did not receive an accurate bill until after 1 July 2007, the Ombudsman required Supplier to act in the spirit of the Industry code of practice for accurate billing. The Ombudsman also required Supplier to:

- write to C to confirm that no adverse information has been passed to the credit reference agencies as a result of the subject matter of this complaint, or, if it had, that it had been amended;
- amend its records to reflect the correct account holders at both addresses, if it had not already done so;

- send a letter of apology; and
- offer C a payment plan for the balance on his account, which takes into consideration ability to pay.

#### **1.14**

C reviewed SP's billing for energy consumption and realised that the wrong tariff had been applied. Therefore, C had overpaid SP for a long period of time. C requested that the account be recalculated, which SP did, but the final amount was still incorrect. C complained to SP in writing and a further review was later undertaken and a further refund was found to be due. C requested a letter of apology and some financial recompense for the poor customer service and billing errors.

The Ombudsman concluded that C had been incorrectly billed by SP, but the last recalculation was correct and the error had been rectified. However, C had received a very poor customer service from SP and the Ombudsman required SP to provide C with a further refund by cheque, a goodwill credit for the shortfall in customer care, a letter of apology and ensure that C's monthly Direct Debit payments were revised.

#### **1.15**

C started to receive letters demanding payment from a debt collection agency working on his energy supplier's behalf. However, C did not understand how this debt had been accrued and complained to the supply by telephone and in writing. Although, the company initially maintained the balance owed, it later cleared both accounts to zero and offered C a goodwill payment.

The Ombudsman concluded that as the energy supplier was unable to justify the debt, it should clear the accounts to zero and ensure that they are fully disconnected. The company was also required to send C a letter of apology, a goodwill payment and ensure that the debt collection agency had been informed that no debt was owed.

#### **1.16**

The Supplier had under estimated C's usage and C received a large bill. C complained to the Supplier and it applied the back billing code of practice and a large credit was added to C's account. The Supplier offered C a payment plan. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to take accurate meter reads for some time and considered this to be a shortfall in customer service. The Ombudsman was pleased the Supplier had applied the back billing code of practice. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

### **1.17**

The Complainant's meter was changed by the Supplier but it failed to update its records and continued to bill as if the old meter was still being used. When the Supplier discovered the error it corrected the account and the Complainant received a large bill. The Complainant contacted the Supplier and was unable to resolve the issue and agree a settlement. The Ombudsman investigated and found that the Supplier was largely responsible for the problem and had not maintained its records correctly. The Ombudsman required the Supplier to further reduce the outstanding balance as a gesture of goodwill for the shortfalls on customer service and send a letter of apology.

### **1.18**

C received a large bill from The Supplier which was disputed. This dispute escalated as there were numerous instances of poor customer service experienced whilst pursuing the dispute. C went on to challenge the accuracy of all bills delivered on the account. It was considered important that C should be able to have confidence in the billing history and steps were proposed to enable this.

The Supplier was required to provide a letter of apology, to provide the opening reading for C's meter and a schedule of the readings taken up until the account moved to another supplier. The Supplier was also to supply copies of the tariffs applicable to usage and the bills delivered at each relevant period and a schedule of the payments made by C. The Supplier was to then provide its own re-calculation and confirmation as to whether or not the billing delivered had been accurate, making any adjustments to the final account balance if necessary. The Supplier was also required to provide the contact details for one member of staff that would take ownership of this account and dispute. This person was to be qualified and empowered to take the necessary and relevant steps needed to resolve this matter. The contact details were to include a direct dial telephone number. It was additionally required to allow a payment plan to be formed if required, that was affordable to C and to provide a goodwill gesture, in the form of a credit to the account.

### **1.19**

C believed their meter was recording their usage incorrectly and they complained to the Supplier. The Supplier arranged for an Independent Examiner Meter test to be done but the results had not been noted at the investigation stage. C experienced a poor level of customer service.

The Ombudsman considered that if the test confirmed C's meter to be recording their usage inaccurately then the Supplier should arrange a refund. However, if the meter was recording accurately, then C should remain responsible for the account balance. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

### **1.20**

C was an on-line customer with Company, and was responsible for providing electricity meter readings. There was a fault with the electricity meter, and C provided the same reading each quarter which resulted in a large credit on C's account. C requested that the credit be refunded but the Company states C would have used far more electricity than C has paid for since being a customer. The Company is unable to produce an assessed bill as C has moved out of property, and has suggested the account is closed with a zero balance. C has also complained about the customer service provided by one of the Company's advisors.

The Ombudsman agreed with the Company that the account should be closed with a zero balance as it would prove difficult to produce an accurate estimate of C's daily electricity consumption. The Ombudsman decided that C had received a shortfall in customer service from the Company, who was instructed to make a goodwill payment to C. The Company was also instructed to make a Guaranteed Standards payment for not responding to C's further complaint letter.

### **1.21**

C received a bill which showed a large outstanding balance. C disputed this as something similar had happened previously, and C had paid the account in full at this point in time. The Company advised C that the outstanding balance was due to it underestimating gas meter readings. C disputed this, and believed the Company was reapplying the previous outstanding balance. The Company accepted that it had made errors and applied the Back Billing Code, but deducted credits previously applied to C's account.

The Ombudsman concluded that the outstanding balance had been calculated using actual readings, and that there had been a substantial underestimation in gas meter readings. The Ombudsman instructed the Company to re-credit the amount it had deducted from the Back Billing adjustment, as this amount was fair and reasonable as a goodwill gesture for the shortfall in customer service. The Ombudsman also told the Company to issue a final bill, as C had moved out of the property and arrange a payment plan taking into account C's ability to pay. The Company was also told to send a letter of apology for the shortfall in customer service.

### **1.22**

C moved into a property and did not inform supplier. It sent C no bills for several months until C tried to change suppliers. C then contacted Supplier and it set up an account. It sent C's first bill based on an estimated reading and C called to complain. C claims C was advised that all charges prior to that call would be cancelled. Supplier says it advised that C would be re-billed. C left Supplier and received a final bill which C disputed as charges before the date of his call had not been cancelled. Supplier maintained that it had not agreed to cancel the charges. Supplier offered a small credit and a payment plan as a goodwill gesture but C maintained that he wanted all charges prior to the date of his call cleared.

The Ombudsman was of the opinion that there had been some confusion. Supplier may have said the account would be cancelled and re-billed to the correct reading which led C to believe the charges would be cancelled. The Ombudsman required Supplier to maintain its offer to credit C's account and offer a payment plan.

### **1.23**

C moved into a rented flat and did not know who the Supplier was. Supplier did not find out C had moved in for some time and still held the account in the builder's name. When Supplier found out, it sent C an underestimated bill. When C gave accurate readings it produced a much larger accurate bill. Supplier reduced the bill by adhering to the Industry Code of Practice for accurate billing. It also offered C a payment plan for the balance.

The Ombudsman considered the bill accurate and required Supplier to maintain its offer of a payment plan. The Ombudsman reminded Supplier that it must take C's ability to pay into consideration when offering a payment plan.

### **1.24**

C had received a large bill following a large period of estimated bills, C complained to SP. SP offered a reduction in the bill plus a reasonable time period to pay. C didn't accept.

The Ombudsman considered that the offer of was satisfactory; however it proposed that a further goodwill gesture is offered plus a letter of apology, for SP shortfall in customer service.

### **1.25**

C received a bill in an incorrect name, C complained to SP. SP failed to provide gas and electric accounts.

SP offered a reduction in electric bill and not bill C for his gas usage for the period it failed to produce a bill. C did not accept offer.

The Ombudsman considered that the offer made by SP was satisfactory but required a further goodwill gesture in recognition of its poor customer service.

### **1.26**

C received a large electricity bill. This was because the company had billed them for their night usage at the day rate and vice versa for three years. When the company re-billed the account C received a large amended bill. C would like this bill waived. The

company acknowledges its error but advises it has offered C a gesture of goodwill and a payment plan in recognition of this.

The Ombudsman found the company's failure to bill C correctly for a period of three years to be a shortfall in the service they experienced. Although The Energy Retail Association's (ERA) Code of Practice for Accurate Billing did not strictly apply the company was required to implement the spirit of the code as a gesture of goodwill in recognition of the errors with the handling of C's account. The company was also required to maintain its offer of a payment plan taking into account C's ability to pay.

### **1.27**

C complained about the supplier failing to provide a refund following their late relative's account being closed. Despite numerous attempts this remained the case. The supplier confirmed that there had been problems issuing the cheque, but failed to clarify why. After the Ombudsman received a complaint, the supplier ensured a manual refund was received.

On review the Ombudsman's disappointment was noted. It was concluded that C had experienced avoidable delays and poor customer service.

In resolution the supplier was required to send a letter of apology and make a goodwill payment.

### **1.28**

C moved out of property and contacted the Company to provide it with the final meter reading. The Company issued an incorrect bill and C contacted the Company to dispute the bill. The Company said it would issue a further bill, but instead C received a letter from a Debt Collection Agency and a further letter threatening legal action. C contacted the Company to dispute bill again. C believed that the Company actually owed C money. The Company wrote off the outstanding balance.

The Ombudsman decided that the Company had to provide a final bill as C believed C was owed money. It also instructed the Company to ensure C's details are removed from the Debt Collection Agency's records, and confirm that C's credit status is not affected. The Ombudsman also instructed the Company to send a cheque to C as a goodwill gesture, and send a letter with a full explanation of events and an apology.

### **1.29**

C did not receive a bill for a long time and made several complaints to the Supplier. C had their meter exchanged. The Supplier explained the new meter details were not updated by the industry flows and it was unable to update the account to produce a bill. C received a large estimated bill. After a long delay, C's meter details were updated. C experienced a poor level of customer service.

The Ombudsman was concerned by the delays that had occurred. The Supplier was required to contact C to obtain an accurate meter reading. The Ombudsman considered that the spirit of the back billing code should apply due to the delays in updating the account and the Supplier was required to implement this. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment, write a letter of apology and make a payment arrangement with C.

### **1.31**

C received an electricity bill showing a large outstanding balance. C discovered that the bills had been underestimated and only now had the actual reading been taken. C contacted the supplier stating that no one had been to read the meter since C transferred to the supplier until now and that if a Data Collector had been, no card had been left. The supplier offered a reduction in the bill and a payment plan to allow C to repay the remaining balance but C was not happy with this offer. C also raised an issue with the gas account. Since transferring to the supplier, C had been receiving bills shows very little or no gas usage. The supplier later amended the account showing a high outstanding balance. The supplier advised that the gas bills had also been estimated and as the previous occupant had not used any gas, the readings were estimated incorrectly. A reduction in this bill was also offered.

The Ombudsman concluded that the supplier had acted correctly as the meter had been read within the industry specified time however it was agreed that the issue relating to the gas account could have been resolved sooner. The Ombudsman required the supplier to issue an apology, maintain the offer to reduce both accounts, maintain the offer of a payment plan and to offer a further goodwill payment for the delay in discovering the issue with the gas account.

### **1.32**

The C disputed charges applied to accounts for both electricity and gas. The Supplier agreed to look into the concerns the complainant had raised and it re-billed the account. In doing so, it applied estimated readings when the complainant had in fact provided accurate readings and the result was that the account was incorrect. The complainant then discovered that the account was on the incorrect package which raised further concerns about the accuracy of the bills. The complainant sent many letters to the Supplier but each response that the Supplier made contained conflicting and confusing information so the complainant made a complaint to the Ombudsman.

The Ombudsman noted that the bills had in fact been generated incorrectly with estimated readings and the account history the Supplier put forward in response to the complaint highlighted shortfalls in customer service arising from failures to apply the correct tariff and packages and goodwill gestures. Despite a reassurance from the Supplier that the account had been corrected the Ombudsman directed it to provide a history of the account to the complainant and in doing so, should the review reveal that the complainant is due any refund then this should be applied to the accounts.

The Ombudsman was satisfied that there were obvious shortfalls in customer service in the way in which the complainant's account had been managed and this had caused inconvenience to the complainant. To redress this Ombudsman directed the Supplier to make a goodwill gesture to the complainant and to apply fixed rate compensation under its Guaranteed Standards of Service.

### **1.33**

C moved property in 2004 and there was a prepayment meter in the property. The Supplier placed emergency credit on the meter and C requested a credit meter. The meter was exchanged but several months later C received a large bill as payments were being made by another customer were being allocated to their account. C then stated the prepayment meter held a credit and was told this was to be transferred onto their account.

The Supplier says there was no evidence to suggest there was any credit on the meter and C was unable to provide any evidence as to when, where and how the credit was paid for. The Supplier issued a credit as a gesture of goodwill.

It was recommended that the Supplier applies a further goodwill payment.

### **1.34**

The Complainant switched suppliers and received a large bill. The Complainant raised this with the Supplier and it responded by conducting a meter test. The Supplier confirmed the meter was working correctly and that the bill was correct. The Complainant wrote to the Supplier a number of times but it did not respond and continued to bill the Complainant. The Supplier eventually identified to cause of the problem as it had been given incorrect information by the previous supplier and had been using estimated readings. The Supplier issued a revised bill but the Complainant was unhappy with this and contacted the Ombudsman. The Ombudsman investigated and found that the Supplier had not responded appropriately and shortfalls in customer service were identified and awarded a gesture of goodwill and a letter of apology. The Ombudsman also required the Supplier to confirm that the Complainant's credit files had not been affected.

### **1.35**

C felt C had been overcharged after not receiving C's dual fuel discount, C also did not receive the terms and conditions and a welcome letter.

SP has offered a resolution prior to the case being investigated by the Ombudsman

The Ombudsman considers the offer to be fair and reasonable and that C has accepted no further action for us to take.

### **1.36**

C has been in credit since 2003 and has requested the credit to be returned. SP has failed to provide C with credit.

SP has now offered to credit the customer with credit plus a further goodwill gesture

The Ombudsman considers the offer to be reasonable and requests nothing further

### **1.37**

C disputed the accuracy of billing. SP accepted that an error on its part produced a large catch up bill. SP applied a credit on the account.

Ombudsman found that there had been an error. However, SP acknowledged the error and investigated C's concerns providing an explanation and copies of bills. A further award was made to recognize the period when C did not receive an accurate bill.

### **1.38**

C received an unusually high quarterly bill. Upon raising this with SP, it was confirmed that SP had used estimated readings for the previous three years. The estimates had been too low. C complained and SP agreed to reduce the debt to only account for the previous two years. SP offered extended payment terms but C declined the offer.

The Ombudsman directed that SP should apologise to C and make a goodwill payment. The Ombudsman further directed that SP should also provide a breakdown of how the account was recalculated and maintain the offer of an extended period for repayment of the account or prepayment meter.

### **1.39**

C discovered after receiving a very high bill that The Supplier had been over charging by a certain amount as the meter had been over-registering usage. There were other customer service issues identified. It was established that there were issues with the reading of the meter and the customer service that was provided. This led to c's meter over registering thus causing higher than expected.

The Company was required to clarify and justify relevant and identified billing, provide a letter of apology for the poor customer service experienced in this case, provide a goodwill gesture in the form of a credit to the account, provide an up to date statement showing the outstanding balance, indicate when it says the over registering began and justify this decision and then provide an updated statement after removing the over-charged amount on the account for the relevant period. The Company was expected to

demonstrate its deductions against each and every bill that has been affected by the over registering.

#### **1.40**

C received a large bill from Supplier. For an unknown reason it had reapportioned C's usage since C became a customer and re-billed all previous consumption. C complained and letters received no response. Supplier did tell C it would issue a new bill but failed to do so for some time. Supplier manually created a bill but it was unexplained and C could not be confident it was correct.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required Supplier to:

- produce a bill which accurately reflected C fuel consumption since C had been a customer. The bill also needed to include details of any payments C had made and explain any discounts or other bill items;
- send C a letter explaining what happened with the account, and explaining the bill it had produced so C could be confident that it was accurate;
- apply a credit to the outstanding balance;
- offer C a payment plan, which took into consideration ability to pay;
- send a letter of apology; and
- confirm to C that no adverse information has been passed to the credit reference agencies as a result of the subject matter of this complaint, or, if it has, that it has been amended.

#### **1.41**

C disputed the accuracy of billing. SP accepted that an error on its part produced a large catch up bill. SP offered an extended payment plan.

Ombudsman found that there had been an error. However, SP acknowledged the error and investigated C's concerns providing an explanation and copies of bills. An award was made to recognise the period when C did not receive an accurate bill.

#### **1.42**

C changed electricity suppliers. Twelve months after the account was opened SP sent a bill based on estimated readings. Six months later, SP sent a catch up bill based on actual readings. C disputed the bill. C stated that the estimated readings used to open the account could not be verified. C would only pay for electricity supplied after the meter was read. SP stated that the opening meter readings were close to what the actual readings would have been and C's usage was accurate. SP offered meter accuracy test if C had any doubts over the accuracy of the meter.

The Ombudsman directed that SP should apologise to C and make a goodwill payment. The Ombudsman further directed that SP should write to C with details of a meter accuracy test and allow an extended period of repayment for the account.

#### **1.43**

C had an account with The Supplier which used a two rate meter. This meter was found to be faulty and after considerable delays it was corrected and after even more delays a bill was delivered. This was disputed. Whilst the bill was found to have been correct it was found that due to various instances of poor customer service in various areas (delayed billing, failing to act on accurate billing and starting disconnection processes where it was aware of there being problems) it was considered appropriate to apply the spirit of the back billing code.

The Supplier was required to provide a letter of apology, recalculate C's account on the basis that it can only back bill to a determined date; provide a new statement of account showing the recalculations and provide a goodwill gesture to reflect the various aspect of poor customer service that have been experienced.

#### **1.44**

C disputed the provision of a refund that had been paid to a joint account holder. The Supplier showed that this had been provided but C continued to dispute this. C refused to make any payment which led to debt collection action being taken. C complained about the steps taken by The Supplier but as the dispute was found to be without any foundation and that the debt was far greater than the amount disputed the debt collection action was considered acceptable. The Supplier offered a goodwill gesture in relation to expenses.

#### **1.45**

C's meter reads were transposed and they received a large catch up bill. The Supplier agreed to apply the Code of Practice for Accurate Billing and applied a large credit to C's account. C experienced a poor level of customer service and the Supplier made an additional goodwill payment. The Supplier offered C a payment plan.

The Ombudsman was concerned with the Supplier's failures and considered it without doubt that a shortfall in customer service had occurred. The Ombudsman found the Supplier's credits to be reasonable. The Ombudsman required the Supplier to fulfill its offer of a payment plan and write a letter of apology.

#### **1.46**

The Supplier supplied both gas and electricity to C. C had been a customer for several years but the Supplier had incorrectly set the gas account up on a four digit readings rather than a five digit reading. This led to a very high bill. C complained and the

Supplier reduced the bill significantly by applying the Energy Retail Association Code for Accurate Billing. C was not happy and believed all the charges should be removed.

The Ombudsman considered that the Supplier had acted appropriately and the remaining charges should be the responsibility of C, provided they were charged at the correct rates for the period. The Supplier was to make a full written apology and apply a goodwill credit for the distress caused and offer a repayment arrangement. Once this arrangement had been made then he supply was to be released to another Supplier.

#### **1.47**

C's meter is in a locked hallway belonging to a neighbour. This makes it difficult for C and Supplier to read the meter. Supplier is only required to read the meter once every two years which it managed to do. However, within those two years it underestimated C's bills, which led to a large outstanding balance when an accurate read was used. When C complained, Supplier failed to respond to some letters.

The Ombudsman was of the opinion that the bill was correct but there had been a shortfall in customer service and required Supplier to apply a credit and offer a payment plan which took into consideration C's ability to pay.

#### **1.48**

C had paid SP by Direct Debit but complained that SP had failed to keep its records up-to-date and had produced incorrect bills as a result. The errors came to light when C cancelled the Direct Debit arrangements and SP produced a bill to settle the amount then outstanding. It had taken SP several months to recalculate the charges but had then offered to allow C to spread repayments of the undercharges over a 2 year period. C disputed the amount of the charges and felt that SP should offer a discount as well as compensation for the stress and inconvenience caused.

The Ombudsman decided that SP's charges had been calculated correctly but required SP to credit C's account with a goodwill payment in view of the initial error, the failure to keep C informed of what was happening and the delays in informing C of the recalculated charges.

#### **1.49**

C was unhappy with the incorrect final bill produced by the Supplier on transfer to another provider. The Supplier confirmed that it recognised the problems with the final bill, corrected them and provided a goodwill payment.

The Ombudsman considered that although the Supplier was dependent on the new provider, there were delays in the final bill being produced and administration errors had been made. The Supplier was therefore requested to provide C with an additional goodwill payment and apology.

### **1.50**

C approached SP as they felt they were on the wrong tariff. SP then backbilled C and C found they were owing a large amount of money to SP. C had been using a meter that used a day reading and a night reading but the meter had stopped recording the night usage five years previously.

The Ombudsman found that SP should not have backbilled C on the new tariff. SP was required to recalculate C's bill based on an average of C's nightly consumption at C's old rate as C would have overpaid SP.

### **1.51**

C moved into a property and thought they were paying for both their gas and electricity consumption even though they were only receiving an electricity bill. The gas bill was being sent to the property but was in the previous occupier's name. When C decided to switch suppliers this came to light when C was presented with a large gas bill. C complained and refused to pay the bill. The Supplier offered a generous reduction and a 24 month payment plan but C was still not happy.

The Ombudsman decided that the Supplier has adhered to the ERA code for back billing and that C was liable for the cost of fuel used. Also, that the offer by the Supplier was fair and reasonable. The Supplier was not required to take any action.

### **1.52**

C was supplied with both gas and electricity by C's company but was transferred to a new company. It then transferred back on an Erroneous Transfer and the electricity changed back to the new company again. C stated that payments had been made to the new company, but the original one maintained that it still held the gas supply. It did however; make refunds for payments on the electricity account. C showed regular payments to the new company for their gas. C continued to try and resolve the matter but the company commenced debt recovery action. C made the requested payments but complained and stated that a letter was received offering to reimburse the electricity as well as the full amount claimed for expenses. C stated that the full electricity payments had not been received and nothing had been received for the expenses.

The Ombudsman considered that the company should adhere to the Erroneous Transfer Charter and should liaise with the new company to ensure that C was charged only once. It was to review the electricity charges and refund made, to make sure that all payments had been returned. The company was also to make a goodwill payment for the time, inconvenience and expenses incurred and check C's credit history had not suffered adversely through non-payment of one Supplier due to confusion on the transfer.

### **1.53**

C bought a new build property and the Company failed to set up an account for C. C has complained about the length of time it took to set up the account.

The Company agreed to set up the account, send a letter of apology and credit C's account with a goodwill gesture. C was happy with the action taken by Company.

#### **1.54**

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

#### **1.55**

C complained that the tariff C was on for electricity was not cost effective. C has asked that the Supplier backdates the tariff to the date C moved into property. The Supplier has changed the tariff on C's request but has refused to backdate this. The Supplier has credited C's account with a goodwill gesture in recognition of the poor service provided.

The Ombudsman agreed that the tariff had been changed but should not be backdated to the date C moved into the property. C was provided with enough information on the bills to realise that C was being charged at different prices for day and night usage, and should have contacted the Supplier with C's concerns sooner. The Ombudsman did consider that the Supplier had provided a poor service, and instructed the Supplier to pay a further goodwill gesture, and send a letter of apology for the poor level of customer service provided.

#### **1.56**

C's electricity supplier went into receivership and C was informed that a new supplier would contact C. C received a bill, which had been incorrectly addressed, almost 12 months later, from C's new supplier. C had put money aside to cover the electricity C was using, but the bill from the new supplier was much larger than C expected. The Supplier agreed to remove some of the charges but C and the Supplier could not agree on an amount.

The Ombudsman reviewed the case and it was concluded that neither the Supplier nor C was at fault for the Supplier holding the incorrect address. However, it was decided that C should not lose out financially due to not being notified of the new Supplier for almost 12 months. C had proven in the past that C often switched energy suppliers to achieve cost efficiency. The Ombudsman notified C and the Supplier of the level of

payment that needed to be made to clear the outstanding date. It was noted that C remained responsible for ongoing charges accumulated since the outstanding balance. The Supplier must also send a letter of apology for the shortfall in the level of customer service provided.

### **1.57**

C received a large invoice and contacted SP to complain. SP accepted that estimated meter readings had been used to calculate the outstanding balance and they were incorrect. It was found that C had made the usage and should meet the outstanding balance. However due to the error in billing and poor replies SP was required to make a goodwill gesture credit to C.

SP was required to contact C to discuss a repayment plan, taking into account C's ability to pay, make a goodwill gesture credit, against the outstanding balance, send a clear calculation of the reduction in tariffs applied and send a letter of apology for the service shortfalls highlighted in the report.

### **1.58**

C received a large bill from the Supplier. C complained about the bill and the Supplier issued a statement of usage. C felt that the statement showed a credit balance and asked for a refund. The Supplier did not issue a refund but did send a new bill. C asked for a meter check which the Supplier arranged. The outcome was not clear. C sent a letter of complaint but the Supplier failed to respond.

The Ombudsman noted that the statement of account merely showed usage and payments made, not a credit balance. However, in view of the uncertainty surrounding the meter check the Supplier was required to carry out another and also confirm in writing the outcome of the check. The Supplier was also required to issue a goodwill payment to the account in recognition of the shortfall in customer service, particularly in respect of the failure to respond to written complaints.

### **1.59**

C was unhappy with missed appointments from the Supplier. There were also delays in C's gas and electricity account being transferred back to the supplier. The Supplier apologised for the delay in the transfer and confirmed that this had been carried out.

The Ombudsman considered that the Supplier had displayed shortfalls in customer service and there had been significant delays in the transfer and had not responded quickly enough to C's concerns. The Supplier was requested to provide C with a goodwill payment.

### **1.60**

The Supplier failed to use accurate readings as they did not fall inline with its previous estimates. It then failed to conduct a site visit to resolve the matter. This resulted in the customer being under charged of the period of tenancy. The Ombudsman acknowledged that the company agreed to add the other tenants to the account and considered it reasonable the liability should be shared.

The customer service demonstrated on this case was poor. In summary the Ombudsman required the Supplier to recall the account from recovery action; maintain C's quarter share of the charges for the outstanding balance; remove C's name from the account on receipt of payment of the portion of the bill; ensure no further action is take against C in pursuit of the outstanding debt; issue a formal letter of apology in recognition of the poor customer service issues raised in this case and provide an assurance that C's credit history has not been adversely affected by its actions.

### **1.61**

C received a high bill from the Supplier and disputed the usage of the account. A Customer Care Advisor visited the property and could not find any problem with the meter however the Supplier agreed to install a device to check the usage was being recorded correctly. During this time C continued to receive demands for payment. The Supplier did not inform C of the results of this test however it was later confirmed that the meter was recording correctly. The Supplier advised that C's payments had not been enough to cover the usage and that C had been made ware of this, this had left a large outstanding balance on the account.

The Ombudsman concluded that there had been a shortfall in customer service and that the Supplier should have placed a hold on the account and kept C informed of the progress. It was agreed however that C remained liable for the outstanding balance. The Ombudsman required the Supplier to issue an apology, credit the account with a goodwill payment to reflect the shortfall in customer service and to offer a suitable payment plan to repay the outstanding balance taking into account C's ability to pay.

### **1.62**

C received an unexpectedly high bill. C contacted their supplier and was informed that C had not paid for the electricity usage for some time. The Supplier looked into the issue and discovered that an error had been made when transferring the account from the old to the new billing system. The Supplier amended the account accordingly. C also realised that the account had been based on the incorrect tariff for many years. The Supplier back dated the charges however its records did not go back to the time that the problem first occurred and therefore it could only back date the charges as far as its records would allow. An amended bill was produced showing a small outstanding balance which was then cleared by the Supplier. C then started receiving reminders for payment despite the fact that no bill had been received. C requested the bill on several occasions but failed to receive this.

The Ombudsman concluded that there has been a shortfall in customer service and required the Supplier to issue an apology, credit the account with a goodwill payment for

the errors and the distress caused, issue a statement of the account dating back as far as possible and to offer a satiable payment plan to allow C to pay any outstanding balance taking into account C's ability to pay.

### **1.63**

C switched to a new Supplier for both gas and electricity. C's gas supply was not connected and a direct debit payment was taken from C's account. C had not received any electricity bills and asked supplier why there had been no billing for electricity. C made numerous telephone calls and sent letters.

Supplier settled this complaint by providing a goodwill gesture before the case was investigated.

### **1.64**

C changed energy supplier following a sales call offering a capped rate. C was quoted the wrong amount for monthly Direct Debit and noticed a debit balance accruing on the account. C complained to the supplier as C believed the Direct Debit was capped. The supplier acknowledged C had been quoted the wrong Direct Debit payment and made a goodwill gesture. C requested additional compensation which was declined in a deadlock letter. C complained to the Energy Supply Ombudsman.

The Ombudsman considered the supplier had made a generous offer and that no further compensation was warranted. The Ombudsman required the supplier to maintain its offer to arrange a payment plan with C taking C's ability to pay into consideration.

### **1.65**

C's account had been recalculated due to it being incorrectly measured in imperial to metric measures. This had an impact on the billing causing a catch up bill to be delivered. This was restricted to the previous 12 months and was therefore placing C in an advantageous position. C challenged the right to back bill in this way but it was found reasonable.

The Supplier was required to provide a letter of apology for the poor customer service in delivering inaccurate billing, to provide a small goodwill gesture in the form of a credit to the account, to confirm the outstanding balance on the account and to contact C to discuss and arrange an affordable payment plan in relation to the repayment of the under-billed portion of the account.

### **1.66**

C had their meter changed and complained that it was faulty. Since moving suppliers it has been found to be faulty. C would like a refund of the payments already made and

complains of poor customer service. The supplier advises that the meter was found to be too defective to be prove the inaccuracy and that it has checked usage prior to when the new meter was installed compared with usage after and it did not vary. The supplier has made a gesture of goodwill in recognition of shortfalls in service already.

The Ombudsman found that the usage did not alter despite a faulty meter and considered the goodwill gesture already offered to be sufficient in addressing this matter. The supplier was required to apologise for any inconvenience this matter had caused.

### **1.67**

C advises they paid a bill by cheque but kept receiving reminders to pay. C would like an apology and compensation for the stress this has caused. The Supplier advises the cheque was made out to it but sent to a debt collection agency and it has already awarded a gesture of goodwill in recognition of the delay in processing the cheque. The Supplier also awarded a gesture of goodwill in recognition of the delay in responding to one of their letters.

The Ombudsman found that the goodwill gesture already awarded was sufficient in addressing the shortfall in the delay in processing the cheque. There was a delay in responding to one of C's letters but this had already been addressed by the Supplier. However, the Supplier was required to apologise for any inconvenience that had been caused.

### **1.68**

The Supplier rebilled C's account after it found that the day and night rate meter readings were the wrong way round. C queried the bill and the Supplier recalculated the charges at a rate it told C was more beneficial and incorrectly issued a refund cheque. C subsequently received a bill which showed there to be a large debit balance on the account. C complained, but the matter remained unresolved.

The Supplier's failure to explain the changes made to C's account to C, the incorrect issuing of refunds and the provision of incorrect information to C was considered to be reflective of poor customer care. The Ombudsman was satisfied the Supplier had now charged C at the most beneficial tariff rate. However, the Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, confirm the account had been billed on the correct tariff and confirm the balance now due for payment.

### **1.69**

C received a final bill which showed charges backdated to August 2003. C disputed the amount. The supplier agreed that it had calculated the account using an incorrect start read and agreed to recalculate the amount. The supplier then estimated the start read and C disputed the balance. The supplier provided a final bill based on C's average daily consumption. C was still unhappy with the amount and complained to the Energy Supply Ombudsman Service.

The Ombudsman was concerned that the supplier had failed to issue a correct bill for over 18 months. The Ombudsman required the supplier to and required the supplier to waive the outstanding balance in the spirit of the Billing Code and in recognition of the shortfall in customer service.

#### **1.70**

C complained that the supplier was issuing incorrect bills, followed up with demands and threats to cut off the supply. The supplier did not provide any explanation for this and continued to bill C. Despite continued correspondence from C and relatives, the supplier continued to issue correct bills. C requested a correct bill to be issued and to be compensated for the distress caused.

The Supplier reached an agreement with C to accept a payment from c and apply a credit to reduce the balance to nil. The supplier would check for future anomalies before billing the account

#### **1.71**

C's meter was exchanged but C complained that the Supplier used an incorrect removal meter reading. C disputed this with the Supplier and sent several letters of complaint. Although the letters were responded to C did not receive an amended bill. The Supplier admitted it had failed to provide C with an amended bill. It proposed to send C the amended bill and provide a written apology and explanation.

The ombudsman was concerned that the Supplier had failed to amend C's account for approximately eleven months. This was viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to provide an amended bill, award a nominal goodwill payment and send C a letter of apology.

#### **1.72**

C advises that they have been incorrectly billed for seven years and now received a large catch up bill. The Supplier advises it had C's meter details incorrectly logged on its records and so actual meter readings taken had not been used. The account had been under estimated for seven years which resulted in the debit balance on the account. The Supplier advises it has back billed C two years only and offered C a payment plan to pay the balance off.

The Ombudsman found that the Supplier had implemented the back billing code which was considered sufficient in addressing the errors that had occurred with the handling of the account. The Supplier was required to maintain its offer of a payment plan. It was found the Supplier had not returned C's call, this was considered a shortfall in service. The Supplier was required to apologise and award a gesture of goodwill in recognition of this.

### **1.73**

C did not receive a final bill from supplier for over a year. C complained but supplier maintained that C was responsible for the bill.

The Ombudsman was of the opinion that SP should act in the spirit of the industry Code of Practice for Accurate Billing and clear the balance on the account. The Ombudsman also required SP to:

- confirm that no adverse information had been passed to the credit reference agencies as a result of the subject matter of this complaint, or, if it had, that it had been amended;
- send a letter of apology; and
- send a goodwill payment.

### **1.74**

C had dual account supply with SP. C had problems with usage of energy, which resulted in a complaint to SP. An investigation was completed by SP but C was still unhappy.

The SP has offered to send statement of accounts for both accounts.

The Ombudsman considered that the offer of the statement of account was satisfactory; however proposed a goodwill gesture and letter of apology was required for a shortfall in customer service.

### **1.75**

C built up a debt with The Supplier which arranged a pre-payment meter set to collect the debt weekly. This arrangement was not operated properly by The Supplier and C did not make progress with the debt. When this was realised C complained and The Supplier agreed to apply a credit. The credit that was agreed was not applied and instead a much lower credit was given. When considering this complaint The Supplier accepted that the wrong amount had been provided and agreed to provide the remainder to C. This was considered appropriate but the failure to provide the full amount was considered poor customer service.

The Supplier was required to provide a letter of apology in respect of the poor customer service experienced when an agreed credit was not properly provided; to provide the outstanding credit to C's account in the form of a credit; to provide a further small goodwill gesture, in the form of a credit to the account; to confirm that current outstanding balance on the account after all credits had been applied and to confirm that the debt was to continue being collected as originally arranged.

### **1.76**

C moved into a property and found that there was a debt from the previous occupier on the electricity prepayment meter. C was advised by the Supplier to pay this credit and that it would then be refunded back. C failed to receive the refund. C also experienced a problem with the meter as the credit placed on the meter was more than the allowed limit. The Supplier was unable to repair the meter and the problem was later resolved after C transferred supplier. C contacted the Supplier to again request the refund and a missing payment was raised by the Supplier. No contact was made with C for some time but eventually the payment was found and the Supplier agreed to issue a cheque. C did not receive the cheque and again complained to the Supplier. The Supplier advised that there had been a system error but that the cheque had been re-issued with a goodwill payment for the delay. C did not receive the cheque once again. The Supplier later discovered that it had addressed the cheque incorrectly and it was agreed to issue another one.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, ensure the cheque was sent to the correct address and to offer a further goodwill payment for the shortfall in customer service.

### **1.77**

C complained to the supplier about the continued billing of their gas account, as this had been transferred to another provider some months earlier. Despite making a number of complaints by telephone and writing, C continued to receive a number of payment demands, as well as a disconnection notice. C complained about the conflicting advice received from the supplier, and asked the Ombudsman to resolve this ongoing problem. The supplier acknowledged that errors had been made but on review ensured the account was closed from the transfer date and proposed to clear the remaining balance as a goodwill gesture.

It was evident that the supplier had taken the necessary action in order to close the account, but it was concluded that such action had only been taken after avoidable delays and errors were made. In resolution the supplier was required to send a letter of apology, provide written confirmation that the account was closed with a nil balance, and make a further goodwill payment to C.

### **1.78**

The Supplier issued a larger than usual bill and then an overestimated bill the following quarter. C disputed the increase in usage claiming the meter was faulty. The Supplier checked the meter and found it to be recording the usage accurately but offered further independent testing and energy efficiency advice.

In summary the Ombudsman required the Supplier to maintain the offer of a specialist energy efficiency advisor to visit the property by appointment; appoint a Meter Examiner verified by Ofgem (independent of the Supplier) to visit the property and discuss C's concerns and remove the meter for further testing under laboratory conditions. A

permanent replacement meter will be left and a formal determination will be made; if it is found that the meter is at fault then the company should recalculate the bills. If no fault is found then the company should maintain the balance on the account. C should not incur any charges for this test; review the historical data on the account to ensure more accurate bills; make a small goodwill gesture to the account; and to issue a formal letter of apology.

### **1.79**

C complained that the supplier closed an account without permission. It was done after C decided not to transfer to a new supplier. C complained and the supplier stated that it had to set up a new account for C because it was unable to prevent the transfer from being completed initially, but it was able to transfer C's services back again; it also offered a goodwill gesture.

The Ombudsman considered there was a shortfall in service provision, for which the suggested goodwill payment was considered appropriate, but an additional goodwill gesture was required in recognition of the shortfall in customer service, specifically the lack of promised call backs and as a contribution towards C's costs.

### **1.80**

C was unhappy that the Supplier took a considerable amount of time to provide a final bill after problems with agreeing the final readings. The Supplier has now rectified the errors on the account and provided an accurate final bill.

The Ombudsman considered that the Supplier had demonstrated shortfalls in customer service in light of the delay providing a final bill. Therefore the Supplier was asked to provide C with an apology and goodwill payment.

### **1.81**

C's was paying a debt on prepayment meter. It continued to collect the debt long after they thought it had been paid off. They complained and the meter was replaced. The old meter was to be investigated but because some of the information from the meter had been archived, the results of the investigation were inconclusive. Supplier applied a credit to C's account based on an amount that it calculated may have overpaid. C was not happy with this as they may have over paid by more. C was also receiving bills without explanation even though the new meter is a quantum meter.

The Ombudsman was of the opinion that there was no way of knowing how much C had overpaid by. The Ombudsman believed that C also had a responsibility to be up to date with her account and as there was no evidence to the contrary accepted the amount that Supplier said C had overpaid by. However, there were shortfalls in customer service in this case and the Ombudsman required supplier to apologise, apply a further credit and explain the bills C was receiving.

**1.82**

C was unhappy that the account balance and Direct Debit amount had not been calculated correctly following a meter exchange. The Supplier acknowledged that there had been a delay and provided a goodwill payment.

The Ombudsman considered that although the account had now been corrected that the Supplier should provide C with a further goodwill payment and apology in recognition of the shortfalls in customer service.

**1.83**

C wished to change supplier and provided a final account that was very high. C questioned the bill and was advised that the supplier had used estimated readings. It conceded that it had obtained actual meter readings but these did not correspond with estimated readings so did not use them. C complained about the failure to accurately calculate bills and to provide accurate information about the account.

The Ombudsman directed that the supplier should account to C under the principles of the Billing Code of Practice, make a goodwill gesture and to offer an extended payment arrangement for any outstanding balance to C's account. The Ombudsman further directed that the supplier should write a letter of apology for the shortfall in customer service.

**1.84**

C changed supplier for gas and electricity but disputed the night reading for electricity on the final bill. The Supplier issued incorrect bills to C, and took almost ten months to agree the final readings with C's new supplier. C continues to dispute the final bill, but the Ombudsman feels on the balance of evidence that the final bill is correct.

The Ombudsman considers that the delay C has experienced in obtaining a final bill is unacceptable. The Supplier has been asked to make a goodwill payment and send a letter of apology to C.

**1.85**

C's meter began taking payment at a faster rate than it had previously. C complained to supplier and at first it took little action. C complained to energywatch and Supplier eventually exchanged C's meter and worked out that C had overpaid. Supplier sent C a refund of the overpayment.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Supplier send C a goodwill payment and a letter of apology.

### **1.86**

C was being billed using a 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 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.

### **1.87**

C was given a monthly quote for gas and electricity. C accepted the quote and the Direct Debit was set. C was mis-quoted and used far more gas and electricity than had been anticipated. Supplier also used underestimated readings meaning the problem was not identified for some time. C received a large bill and complained to Supplier. Supplier offered a credit and a payment plan but C did not accept.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required Supplier to increase its goodwill credit offer and make sure that it took C's ability to pay into consideration with its payment plan.

### **1.88**

C was given a quote for electricity usage when C became a customer of Supplier. A Direct Debit was set at that level. The quote was too low but this was not recognised for several months as Supplier issued estimated bills. When an actual reading was used a bill was produced with a large outstanding balance. C complained and in consideration of the low estimated Direct Debit and use of estimated bills for several months, Supplier offered a credit to C's account and offered to allow C to pay the balance over time.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service but considered Supplier's offer of credit generous. The Ombudsman required Supplier to maintain its offer and ensure that the payment plan offered to C took C's ability to pay into consideration.

### **1.89**

C transferred to supplier but received no bill for many months despite a number of telephone calls chasing a bill. C sent a letter of complaint, which received no response.

The Ombudsman was of the opinion that C had received a shortfall in customer service and required SP to:

- contact C to obtain an up to date meter reading so that it can send an up to date bill;
- offer C a payment plan for the balance, which takes ability to pay into consideration;
- apply a credit to the account as a goodwill gesture.

### **1.90**

C joined a supplier in January 2007 but the Supplier failed to set up accounts for C's gas and electricity. After 12 months C decided to leave and it was only at this point that C was provided with bills, despite complaining all year. The Supplier then chased C for payment of a bill even though C had paid it.

The Ombudsman decided that there had been a shortfall in customer service by C's Supplier and it had to increase its offer of a gesture of goodwill.

### **1.91**

C left a rented property and was presented with a large final gas bill by the Supplier. C refused to pay as C said the bill was incorrect and that the meter may have been faulty. The Supplier attempted to fit a test meter, but the new tenants failed to respond to its request. The Supplier therefore offered a reduction of C's bill based on the average usage of the previous tenant. This offer was declined by C.

The Ombudsman recommended that the offer be maintained but using a lower daily usage, as the Supplier had not calculated the previous tenant's usage correctly. This worked in favour of C and as it was not possible to gain access to the property to fit a test meter, it was deemed as an acceptable solution to the complaint.

### **1.92**

C was a customer of Suppliers for several years when C received a letter addressed to the occupier. C queried this with Supplier and it advised that it had no record of C ever being a customer. C provided evidence of previous bills and the payments that previously made but the account was not corrected for over two years.

C did not make payments while the account was being looked into and ended up with a large outstanding balance. Supplier offered to credit a small percentage of the balance and allow payment over two years.

The Ombudsman considered the outstanding balance correct and considered that C was in a position to make provisions for it while the account was in dispute. However, given the delay in this case the Ombudsman required Supplier to increase its offer of credit, maintain its offer of a payment plan and provide C with a full explanation of what had happened.

### **1.93**

C contacted the Supplier on receipt of a bill in the previous tenant's name and notified the Supplier of the change of tenancy. The Supplier updated its records and sent bills to C. C's employer had agreed to pay for some bills at the property. C left the property but was pursued for payment for fuel used by the Supplier. C considered the employer was responsible for payment of the bills, but the employer disputed this. The Supplier continued to request payment from C. The Supplier considered it was not party to third party disputes, that C was responsible for payment and the dispute between C and the employer was an issue for C to resolve.

The Ombudsman deemed the Supplier's view that C had primary responsibility for electricity costs and that SP was not involved in the third party dispute, to be correct. The Ombudsman considered the Supplier had made every effort to help C, but required it to offer C a payment plan.

### **1.94**

C says that the Supplier explained that no readings had been taken for several years. When C queried this the Supplier explained that the readings had been taken but not used. C then received a bill charging for usage dating back several years. C contacted the Supplier but the Direct Debit was increased and C was asked to pay. C then found out that the Supplier should not have billed further back than two years. The Ombudsman noted that readings had been taken but not used because they conflicted with estimated readings. C did not receive the letters asking for contact to confirm the readings. C moved out of the property and so the Supplier provided a final bill. It was calculated using prices most beneficial to C. However C wanted the full bill cleared.

The Ombudsman noted that the amount cancelled due to the lower prices used cleared a significant part of the bill. The back-billing code did not apply in this case and therefore the amount of the reduction was considered sufficient to address any shortfall in customer service identified. However, the Supplier was required to issue an apology and confirm the payment required from C to clear the debt over an extended period.

### **1.95**

C complained that Supplier did not bill correctly since the meter was exchanged. Supplier stated there had been a delay in fully opening the account and sending C the first gas bill. Although the account had been set correctly the meter exchange was updated incorrectly, which resulted in a large bill. Supplier stated that the advisor did not update the meter exchange correctly and C was charged as though he had an imperial meter when in fact he has a metric meter. Supplier stated that the meter exchange had now been updated correctly and a revised bill has been issued up. Supplier refunded C.

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. The Ombudsman required Supplier to provide C an apology for poor service and in recognition provide a goodwill payment.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

The Company notified C that DD payments were to be increased. C contacted the Company and provided up to date meter readings. The Company re-billed the account and issued a statement showing a large debit balance. It confirmed to C that although meter readings had been obtained, it had not used them and previous bills had been underestimated. C was unhappy about the backdated charges and the increased monthly DD. The Company offered a reduction as a gesture of goodwill and a payment plan, but C rejected the offer.

The Ombudsman considered the Company's failure to use the actual readings it had obtained to be reflective of a shortfall in customer service. The goodwill gesture and payment plan offered by the Company were acknowledged. However, it was considered that the spirit of the Billing Code should be applied, and it was required to withdraw previously unbilled charges more than 12 months old. However, C's request for the full balance to be withdrawn was not considered to be justified. The Company was also required to maintain its offer of a payment plan, confirm the account balance after any adjustments had been made and clarify the date on which C's supply had transferred to it.

### **5.2**

C complained that the company failed to use readings that were provided and sent an arrears bill for several years' worth of energy consumption. The company stated that C was asking for a refund of one service against a debt of another. The company stated it could not have done this before, but now that they were on the same one, it could recalculate the account.

The Ombudsman reviewed the breakdown of C's account and decided the Billing Code should apply. The company was required to withdraw any previously un-billed gas usage, i.e.: the difference between what was billed and what should have been billed limited to one year from the date of the catch up bill. The company was also required to make an apology for the shortfall in customer service and provide a goodwill payment.

### **5.3**

C registered for an online dual fuel account. C's e-mail address changed, but C did not notify the Supplier of this, so did not receive the Supplier's requests for meter readings. C's meter was read by a Meter Operator, but the Supplier did not use the readings, as they were not in line with information held on the account. C provided a reading and the Supplier issued a bill for backdated charges, as C's usage had been underestimated. C

was unhappy about the large debit balance. The Supplier offered an extended payment plan, and a small credit as a gesture of goodwill, but C was unhappy with the offer.

The Ombudsman considered C had a responsibility to be aware of the terms and conditions of the online tariff and that it was C's responsibility to notify the Supplier of a change to contact details. However, it was also acknowledged that the Supplier had ignored accurate readings it had received and failed to provide the online discount to which C was entitled. The Supplier was required to maintain its offer of a payment plan that took C's ability to pay into consideration and to provide a credit as a gesture of goodwill.

#### **5.4**

C received a large bill from the Supplier which C disputed. C remained dissatisfied with the Supplier's response and offer of goodwill. The Supplier said that it investigated the account and discovered that during a one year period the meter readings used were incorrect. The Supplier re-billed the account and offered C a goodwill payment.

The Ombudsman examined the recalculated bill and advised that this did appear to be correct, based on the meter reading C provided. The ombudsman was concerned that an error by the Supplier caused a large balance to accumulate. However the Ombudsman was satisfied that the proposed goodwill and payment plan was a reasonable response and resolution. The Ombudsman required the Supplier to award the goodwill, contact C to arrange a payment plan and send a letter of apology.

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

#### **6.1**

C asked for the gas meter to be exchanged. The Supplier changed a neighbour's meter and then started to charge C for the wrong meter. C telephoned and wrote to complain without any response. The Supplier commenced recovery action and C received threatening letters. C complained to Energywatch. On receipt of the complaint from Energywatch the Supplier eventually resolved the problem and offered a goodwill gesture to C. C asked for additional compensation and this was declined. C complained to the Energy Supply Ombudsman.

The Ombudsman considered there had been several shortfalls in customer service over a prolonged period of time. The Ombudsman declined C's request for compensation for time off work as this was excluded within the supplier's Terms and Conditions. However, the Ombudsman considered an additional goodwill gesture was warranted in view of the distress and inconvenience caused and to cover C's expenses of postage and telephone calls.

## **6.2**

C changed Company. The new Company issued estimated statements. C contacted the Company to provide a meter reading, but it did not use it and a further estimated bill was issued. The Company stated it had no record of C providing a reading. C contacted it to provide another reading. The Company issued an amended bill based on C's reading which resulted in a large outstanding balance. C considered the Company had ignored the previous reading provided and underestimated usage. C requested a reduction in the account balance. The Company offered a goodwill credit and a payment plan, but C was unhappy with the reduction offered.

The Ombudsman did not consider the Company had acted incorrectly in issuing estimated bills, and deemed there was insufficient evidence available to explain why the Company did not receive the first reading C supplied. However, it was noted that there were anomalies in the estimated bills the Company had issued and it was considered that the Company had underestimated C's consumption for a period of time. The Ombudsman considered C was responsible for payment of the fuel used, and considered the reduction offered by the Company to be reasonable. As the credit had already been applied to C's account the Company was required to maintain its offer of a payment plan.

## **6.3**

C complained that the Supplier had not been sending regular bills. When C called to query this it was discovered that the Supplier had transposed C's day and night readings. Consequently C had been under charged for energy used and this resulted in a large outstanding balance. C disputed this with the Supplier but C remained unhappy with its offer to reduce the balance by 10% and a five year payment plan. The Supplier said that after review of the case it proposed to remove all debt that was more than one year old.

The Ombudsman was concerned that C had been billed incorrectly for such a long period of time but was of the opinion that the Supplier's proposal to remove all debt older than one year was a reasonable response. In recognition of service shortfalls received the Ombudsman required the Supplier to award a nominal goodwill payment and to arrange a payment plan with C taking into account C's ability to pay and ongoing usage.

## **6.4**

C claimed that the Supplier mismanaged C's account as it had billed her incorrectly for a neighbour's meter. As a consequence this produced a large outstanding balance when C was billed for the correct meter and usage. C disputed the balance and requested all charges be removed. The Supplier said it was established that it had been provided with incorrect meter details and readings by the Meter Operating Company. Once it billed the account correctly, this produced a large balance. The Supplier offered to apply the Billing Code of Practice and remove all charges older than one year but C declined this offer.

The Ombudsman said that the Supplier could not be blamed for being provided with the incorrect meter details. The Ombudsman said that as C used the energy then C remained responsible to pay. The Ombudsman was of the opinion that the application of the Billing Code of Practice was a reasonable response. The Ombudsman required the Supplier to remove all charges older than one year and contact C to arrange a payment plan.

## **6.5**

C provided the Supplier with an incorrect reading which produced a large bill. C paid the bill without dispute. C then realised, several months later, that the reading was incorrect. C contacted the Supplier and said it was agreed that the Supplier would not bill C until the credit had been used up. C then received a re-calculated bill which C disputed as it charged C at a higher rate. The Supplier said that C's capped rate tariff ended yet prior to this it billed C to an incorrect meter reading, meaning that energy usage not yet used was billed at a cheaper rate. The Supplier re-calculated the account to the correct rate but C remained dissatisfied.

The Ombudsman said that the Supplier could not be blamed that C provided an incorrect reading. The Ombudsman said that there was no justified reason why C should be charged at the lower rate for energy not yet consumed when it was C's error that caused the situation. The Ombudsman was however concerned that the Supplier failed to re-bill the account for seven months and this was viewed as poor customer service. The Supplier was required to credit the account with a goodwill payment and send a letter of apology.

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

### **7.1**

C's meter was exchanged. There was a delay in the Company updating its records to show this. When the meter details on the account were updated, the Company failed to apply charges for the full period that the new meter had been installed. This resulted in an incorrect credit balance being shown on the account. The Company also queried meter readings it received. It arranged site visits to verify the readings but did not follow the matter up. As a result C was billed incorrectly. C's supply transferred away from the Company. The Company agreed to issue a final bill and incorrectly informed C there was a large credit balance to be refunded. The error regarding the missing charges was identified, and the queries about the meter readings were investigated and resolved. As a result, the incorrect credit balance on the account was cancelled out and a debit balance was shown, which C disputed. The Company explained the balance to C and offered to withdraw it as a goodwill gesture, but C was unhappy with the offer.

The Ombudsman considered C had received an unsatisfactory level of customer service. The Company's offer to withdraw the outstanding balance was considered to be reasonable. However, a further small goodwill payment was required in consideration of

the costs C had incurred trying to resolve the complaint. The Company was also required to send a letter of apology and confirm the account had been closed with a nil balance.

## **7.2**

C complained that the supplier had charged them at the same time as another supplier. C complained but the supplier advised C to contact the Ombudsman and maintained the charges as correct. Following a complaint to the Ombudsman the supplier investigated further and found that another supplier had been charging C concurrently, but that it had since closed the duplicate account and provided a refund to C.

The Ombudsman decided that the supplier had not been at fault and that the error lay with the other supplier. C's current supplier was required to maintain its offer of a payment plan for C and provide an itemised break down letter explaining the recalculation and arrears that remained.

## **7.3**

C provided meter readings and was advised the account was in credit several times. The Supplier refunded the credit balance on the account. When a reading was obtained via a meter operator, the Supplier realised C's charges had been incorrectly based on a metric, rather than an imperial meter. The Supplier re-billed the account, which resulted in a debit balance. C disputed the charges and wanted them to be withdrawn. The Supplier offered to reduce the balance and agree a payment plan, but C rejected the offer.

The Ombudsman considered the Supplier had acted promptly to correct the account, when its error was noticed. However, its failure to bill C correctly, even though correct readings had been supplied by C was deemed to be reflective of a shortfall in customer care. The Supplier was required to withdraw charges for fuel consumed more than 12 months prior to the date a correct bill was issued, maintain its offer of a payment plan that took C's ability to pay into consideration, provide a breakdown of the backdated charges and provide a small goodwill credit in consideration of the customer service shortfall and the inconvenience caused.

## **7.4**

C complained that the company sent C an arrears bill after it realised credits had been applied to the wrong customer's account. It stated the meter reader and C were responsible for this, but offered to reduce the balance as a goodwill gesture. C rejected the offer as inadequate and wanted the entire bill wiped, stating it was the supplier's fault they were in debt.

The Ombudsman considered C did have some responsibility over checking their bills, but it was mostly down to the company to manage C's account. The company was

required to reduce the balance further and make a goodwill payment in recognition for the inconvenience.

## **7.5**

C received electricity bill from the Supplier for previous property. C said that electricity had been with another supplier. C disputed the bill and sent several letters to the Supplier but C remained dissatisfied with its response. The Supplier said that it had billed C for usage but the address provided was incorrect. The address had been provided by the builders when the supply was registered. The Supplier said it had removed all debt older than two years and offered a payment plan.

The Ombudsman was concerned that the Supplier failed to bill C for approximately three years but noted that it had been reliant on the builders. The Ombudsman said that the removal of debt older than two years was in line with the billing code of practice. In recognition of the fact that the Supplier failed to recognise this for four months the Ombudsman required that the Supplier award a further nominal goodwill payment. The Supplier was also required to arrange a payment plan.

## **10.0 Billing - Missing Payment**

### **10.1**

C paid a bill, but the Supplier did not credit the payment to C's account and issued payment reminders. C paid the bill again but contacted the Supplier to explain the bill had now been paid twice. The Supplier eventually located the missing payment, apologised to C and applied a credit as a gesture of goodwill. The credit balance on the account was refunded to C, but C remained unhappy with the amount of goodwill the Supplier had given.

The Supplier's failure to allocate C's payment to the account and its delay in locating the payment were considered to be reflective of a shortfall in customer service. It was noted that the Supplier had also failed to issue a refund cheque within the timescale agreed with C. The Ombudsman was satisfied the Supplier had now correctly allocated all payments to C's account and considered the goodwill gesture applied to be reasonable in consideration of the delayed location and allocation of the payment. However, in respect of the delay in issuing the refund cheque and the unsatisfactory customer service, the Supplier was required to make a further small payment as a goodwill gesture and confirm in writing that C's credit rating had not been affected.

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

### **11.1**

C complained that the company failed to provide a bill and offered conflicting and inaccurate advice. C also complained that a Direct Debit was not set up as expected, or accounted for payments made properly. C complained and the company stated that the payment made had not been allocated to the account; it did not however, attempt to trace it. This left a balance that C disputed as being accurate.

The Ombudsman decided that the proof provided by C was insufficient and should be verified further by C's bank, in which case the payment should be credited immediately. It was also decided that C had had poor customer service from the company. It was required to make an apology; provide a goodwill payment; and provide a breakdown of C's account history to account for the balance remaining.

### **11.2**

C transferred to the Supplier, but there was a delay in an account being set up. C complained, but still did not receive a bill. When a bill was eventually issued, it was incorrect. C contacted the Supplier again but it did not respond to C's complaint.

The Supplier apologised for the delays C had experienced. It provided a credit as a gesture of goodwill, offered a payment plan, agreed to bill the account correctly and confirmed it would not object to the transfer of C's supply away from it, of C remained on the Direct Debit scheme.

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

### **14.1**

C moved in to a property and informed the Company. However, the bills C received were not addressed correctly. C complained and the Company amended the billing address. However, C considered the Company was billing against an incorrect meter. An engineer visited the property to check the meter and the Company confirmed to C that the meter details were correct. C checked the meter, and did not agree with the engineer's report. C continued to dispute the accuracy of the meter information held by the Company. In addition, the Company closed C's original account and began to send bills that were incorrectly addressed.

The Company proposed that a further appointment be made for an engineer to check the meter details. It offered to amend its records and apply a discount to the balance of the account, if the engineer identified that C had been billed against the wrong meter. The Ombudsman considered the Company's offer to be reasonable. However, it was noted that C had received conflicting and incorrect advice from the Company and that there had been delays in it addressing C's complaint. The Company was required to apply a credit as a gesture of goodwill, arrange for an engineer to visit the property, confirm if the meter details it held were correct, and if they were not, to re-bill the

account correctly and amend its records. If C had been billed against the wrong meter, the Company was required to withdraw charges more than 12 months old. If re-billing the account resulted in a credit balance, the Company was required to provide a refund to C. If re-billing produced a debit balance, the Company was required to offer C a payment plan.

#### **14.2**

The company delayed in updating the meter exchanges on its records and issuing a bill. C actively chased the company for resolution but the complaint became protracted. The company delayed in setting up C's preferred method of payment of a DD and caused C great concern as a large arrears balance was accruing on the account.

The Ombudsman required the company to ensure that that electricity account was re-billed using the correct readings and account information; apply the appropriate dual fuel benefits to the account; apply any benefit or credit of being a DD customer had the company set up the DD instruction without delay from the change of the meters on 5 December; on rebilling the electric account, ensure that the spirit of the ERA Code of Practice is applied and the account was only backbilled for one year; make a goodwill gesture in view of the inconvenience caused, out of pocket expenses, delays and customer service failures; maintain the outstanding balance on the account; offer an extended payment plan considering C's ability to pay; and to issue a formal letter of apology.

#### **14.3**

The company delayed in issuing a credit refund after an account had been closed due to the death of the account holder. C complained the estate had incurred costs due to the solicitor actively chasing the company for the refund. C had also incurred costs doing the same.

The Ombudsman did not consider the company was obliged to provide compensation for loss of revenue but C had experienced a shortfall of customer service. The Ombudsman required the company to make a small goodwill gesture in recognition of the telephone costs incurred, inconvenience and delay and to issue a letter of apology.

#### **14.4**

The customer alleges the company mis-sold the contract and then failed to provide an explanation of the higher charges on the account. The company took over a year to resolve the start reading dispute on the account then failed to set up a DD as had been arranged with C. The Ombudsman found the level of administration of the account and the service offered was unacceptable.

In summary the Ombudsman required the company to confirm the credits received for the gas and explain the gas credit on the account; maintain the final bill for the electric account; issue a final gas bill as soon as possible, taking into account the present credit,

and maintaining the outstanding balance; offer C an extended payment plan considering C's ability to pay; make a further goodwill gesture in view of the possible mis-selling of the contract, the inconvenience experienced, costs incurred, delays, service failures, and poor administration demonstrated.

#### **14.5**

C complained that the company failed to bill them correctly and sent bills and credit notes for wildly varying amounts. C complained and the company reviewed the account on more than one occasion, but never completed it thoroughly and so did not draw the correct conclusions until after C complained to the Ombudsman.

The Ombudsman decided there had been unnecessary delays and poor customer service for C, which could have been avoided, but that it appeared C's account had been corrected, after many months. The company was required to apply the Billing Code, for arrears over the last year; make a full written apology for the poor customer service and delays; make a goodwill payment; and confirm again that the balance was correct.

#### **14.6**

C complained that the company failed to bill them correctly and sent bills and credit notes for wildly varying amounts. C complained and the company reviewed the account on more than one occasion, but never completed it thoroughly and so did not draw the correct conclusions until after C complained to the Ombudsman.

The Ombudsman decided there had been unnecessary delays and poor customer service for C, which could have been avoided, but that it appeared C's account had been corrected, after many months. The company was required to make a full written apology for the on-going poor customer service and delays; make a goodwill payment; and confirm again that the credit balance was correct.

#### **14.7**

C paid for fuel via a token prepayment meter. C's meter was exchanged, and C subsequently received a bill showing there was a debit balance on the account. C queried this and the Supplier explained the debit balance had accrued, as C's meter was not recalibrated to reflect price increases. The Supplier offered to reduce the balance as a gesture of goodwill, and offered C a payment arrangement, but C rejected the offer.

The Ombudsman noted the Supplier did gain access to C's meter, and it was considered it did have an opportunity to adjust it. It was also noted that statements were not issued to C, so C was unaware of the growing debit balance. The Supplier's failure to recalibrate the meter, and issue statements was considered to be a shortfall in customer service. The Supplier was required to confirm the total debt that had accrued due to undercharging, withdraw the full debit balance that had accrued as a goodwill gesture, make a small goodwill payment in consideration of the inconvenience caused and the

costs C incurred trying to resolve the complaint and refund any payments C had made towards repayment of the debt.

#### **14.8**

C complained that the Supplier failed to use actual meter readings for four years. This resulted in C receiving a large bill. C disputed and remained unhappy with the offers made by the Supplier. The Supplier said it had removed all debt older than two years.

The Ombudsman was concerned that the Supplier billed C incorrectly for such a long period of time and failed to use meter readings received. However, the removal of any debt older than two years old was viewed as a reasonable response. The Ombudsman did however note that C had been provided with some conflicting information and so the Ombudsman required the Supplier to award a further nominal goodwill payment, contact C to arrange a payment plan and send a letter confirming its actions.

#### **14.9**

C moved into a property but failed to notify the Supplier. As a result, payments were allocated to the previous tenant's account. A refund of the credit balance was issued in the previous tenant's name. C contacted the Supplier and it requested a copy of C's tenancy agreement. There was a delay in the Supplier updating C's account. The Supplier issued a refund to C in respect of credit on the account, but C disputed the amount of the refund.

The Ombudsman considered the Supplier's failure to fully address C's queries, and its delay in updating the account to be reflective of a shortfall in customer service. It was required to send a letter of apology, provide a credit as a gesture of goodwill, provide a full breakdown of the account, issue a refund of credit placed on void prepayment cards and explain why C had been allocated a new account number.

#### **14.10**

C disputed outstanding balances with the Supplier and complained that bills had been estimated for 18 months. C transferred gas supply but the Supplier blocked the electricity supply. C sent letters to the Supplier but received no response. The Supplier said that C had been billed correctly but C had failed to make agreed payments, which resulted in a balance accumulating.

The Ombudsman examined the bills and could find no error. The Ombudsman also noted that the bills had not been estimated for 18 months as C claimed although they had been estimated for approximately 12 months. The Ombudsman said it was evident that C did not make the correct monthly payments as agreed which in consequence caused the account balance to increase. The Ombudsman said that the Supplier did have the authority to block the transfer as C had an outstanding balance older than 28 days. The Ombudsman required the Supplier to award a nominal goodwill payment in recognition of service shortfalls and to contact C to arrange suitable payment plans.

#### **14.11**

C left SP for another provider and continued to be billed. C complained to SP

SP offered to put C back in the position he was prior to error, C not satisfied.

The Ombudsman considered that the offer made by SP is satisfactory but required a goodwill gesture for inconvenience caused and a letter of apology.

#### **14.12**

C disputed debt accumulated on pre-payment meter with the Supplier. C complained to the Supplier but received no response or resolution.

Upon receipt of a case file request, the Supplier contacted C and agreed to remove the debt and also award a nominal goodwill payment. C accepted in full and final settlement.

### **21.0 Transfer**

#### **21.1**

C agreed to transfer energy services from SP but soon found that the charges raised were incorrect. SP accepted that a discrepancy occurred at the point of sale and offered a goodwill gesture credit. It was found that C had been mis-sold at the point of sale and had also been erroneously transferred.

SP was required to send a cheque payment, which includes the initial offer made to clear the charges raised as a goodwill gesture, for being mis-led at the point of sale, time spent and inconvenience caused and send a letter of apology for the service shortfalls highlighted in the report.

#### **21.2**

C moved into a new property and requested a new energy supplier. The transfer did not go ahead and C was charged by the original supplier. However, C had paid the chosen provider for an extended period of time, but did obtain a refund after complaining.

It was agreed that C did owe the supplier the outstanding balance, but a goodwill credit was applied, C was offered a payment plan and sent a letter of apology.

#### **21.3**

C's account was incorrectly transferred to the Supplier. C wanted their account transferring back to their chosen supplier. The Supplier explained that it had received a request to have C's account returned to it as an Erroneous Transfer, therefore it re-opened the account and billed C. The Supplier advised C to contact their chosen supplier to return to it. The Supplier had applied a credit to C's account in line with the back billing code but as the bill was cancelled the credit should have also been cancelled. However, the Supplier did not cancel the credit as a gesture of goodwill.

The Ombudsman considered that the Supplier had acted on a request it had received and then had provided C with appropriate advice on how to get the supply returned to their chosen provider. The Ombudsman was of the opinion that the Supplier had provided C with a reasonable level of customer service. The Ombudsman found the Supplier's credit to be reasonable. The Supplier was required to confirm to C that the account was closed and clear of charges.

#### **21.4**

C wanted to change energy suppliers but found that the database record wrongly linked the MPRN used by the original supplier with a different address. This error meant that the change of gas supplier could not go through and it took C several months to get the issue resolved. C claimed that the original supplier was responsible for the delay which had resulted in higher supply charges as well as costs and inconvenience in trying to get the matter resolved. As resolution, C wanted the address details correcting to enable a change of provider, reduced gas charges, compensation for the costs and inconvenience caused and a written apology. The supplier claimed that it had acted correctly as the MPRN had been linked to a meter for which it was being charged by the National Grid and confirmed that the errors had recently been corrected. The Ombudsman decided that the supplier had given an assurance that the matter would be resolved shortly after C had given notice of a desire to change suppliers but had failed to do so and required the supplier to apply a credit C's account to reflect the inconvenience, costs and higher charges incurred and to send a formal letter of apology confirming that this had been done.

#### **21.5**

C moved into a new property and decided to transfer electricity and gas supplies to another Supplier. The existing Supplier held incorrect electricity metering information for C on its records which stopped the supply transferring. C tried for over 12 months to have this corrected so the electricity supply could be transferred. C has also complained that C has missed out on discounts available from the new Supplier.

The Ombudsman agreed that the delays caused by the existing Supplier were unwarranted and the Supplier was instructed to credit C's account with a compensation payment. The Ombudsman also concluded that C had missed out on a discount due to Suppliers delays, and the Supplier was asked to credit this amount to C's account. It was also noted that the Supplier failed to keep an appointment with C. The Supplier was told to credit C's account with a Guaranteed Standards of Service payment, if this had

not already been done. The Ombudsman also instructed the Supplier to send a letter of apology for the shortfall in customer service.

## **25.0 Transfer - Incorrect Action Taken**

### **25.1**

C received a letter explaining the supply had been transferred to a new Company. C wrote to the original Company confirming a request for transfer had not been made. The Company did not receive the letter and C's supply transferred away from it. The Company received notification from C's new Company that it had taken the supply erroneously and arrangements were made for the supply to be transferred back to C's original provider. C had not been billed for the period the supply had been with the erroneous Company, so C's Company billed for this period. C disputed the charges.

The Ombudsman was satisfied the supply had transferred erroneously and that C's Company was not at fault. It was considered the Company had addressed C's complaint fairly and that the goodwill credit offered by it, and extended payment plan, were generous. The Company was required to maintain the offer.

### **25.2**

C complained to the supplier after it incorrectly transferred their neighbour's gas account in error and failed to bill the electricity account. The information received appeared to show incorrect details were being held by MPAS, although the supplier has failed to rectify this matter in a timely manner. The amounts to be repaid were also disputed, with C requesting a longer payment plan and some form of compensation. Such requests were deemed appropriate, although it was noted that the actual repayment plan was a commercial decision for the supplier to make. C complained about the supplier not allowing them to transfer to another supplier. It was explained that it was entitled to do so while there was an outstanding balance on the accounts.

In resolution the supplier was required to send a letter of apology, make a goodwill payment to both accounts, review its payment plan decision, and provide a full breakdown of both accounts,

### **25.3**

C had been Erroneously Transferred from his Supplier and there were problems encountered when their account was being transferred back. The Supplier stated the errors on their account were due to lack of communications between several parties. C received several welcome letters but one account was not transferred for eight months and the other account took 12 months. SP offered a small goodwill gesture but this did not resolve the complaint. Due to the problems with the billing, C does not believe their new bill to be correct.

The Ombudsman increased the goodwill payment, requested that the current bill was correct and up to date with current readings, to issue a letter of apology and to offer a payment plan if required.

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

#### **33.1**

The Complainant lived in a property and moved out. Some time after the Complainant discovered that the Supplier was taking money for an outstanding amount by direct debit. The Complainant contacted the Supplier and stopped the direct debit. The supplier investigated and identified a problem. This problem was not addressed for some time and the Supplier did not keep the Complainant informed. The Complainant escalated the problem and still did not receive reply. The Ombudsman investigated and found that the Supplier had not investigated a problem with the transfer and the subsequent events were as a direct result of this. The Complainant had been inconvenienced and as a result the Ombudsman required the Supplier to rectify the original problem recalculate the billing refund any excess send a letter of explanation and apology and make a goodwill gesture.