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## **1.0 Billing**

### **1.1**

Complaint related to account charges. C did not think the charges reflected the energy usage. Upon investigation SP concluded charges had been correctly applied and there was no accuracy issue.

Ombudsman found that C was responsible for the account charges and that they had been applied correctly. It was required that SP provided C with a payment plan reflecting his ability to pay and to give him sufficient time to clear his balance.

### **1.2**

C received a large bill following an error with C's meter. C complained to SP.

SP offered to waive all previous bills and reduce current bill and offers C the opportunity to pay over an extended period or fit a pre-payment meter, C has declined.

The Ombudsman considers the offer reasonable and requests that this is re-instated and offers a goodwill gesture and a letter of apology for the shortfall in customer service.

### **1.3**

C received a final bill for Gas when C had already received a previous one, C complained to SP about this. SP failed to resolve to C's satisfaction.

SP admitted a shortfall in customer service in recognition of failing to action correspondence.

The Ombudsman considered that the action taken by SP was not satisfactory and therefore requires a goodwill gesture plus a letter of apology for the inconvenience caused.

### **1.4**

C joined a company in January 2007 but the Company 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 Company 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 Company and it had to increase its offer of a gesture of goodwill.

### **1.5**

C contacted the company about billing errors on an electricity account, which had been caused by estimating the usage. The errors were rectified after C moved to a new address, but a cheque refund had been sent to C in error, which was cashed. When the company realised the error, the company requested the money back from C, but C argued that it should not be repaid due to the problems with the billing. The company offered a reduction in the amount owed, as a gesture of goodwill, but this was rejected by C.

The Ombudsman concluded that the company's offer was fair and reasonable and therefore C should repay the reduced balance. A payment plan had also been offered to C by the company and therefore this should be arranged, if requested. However, the company was required to send C a letter of apology for any confusion.

### **1.6**

C encountered problems with the gas and electricity account being set up in the incorrect name. This caused problems with payments being allocated to the incorrect account and led C to make numerous contacts in order to rectify the problem. The Company did later resolve the problem and confirmed to C that no detrimental entries would appear on C's credit file.

Although the Company had provided a goodwill payment and apologies, the Ombudsman considered that due to the time taken to resolve the concerns a further goodwill payment was indicated.

### **1.7**

C was overcharged by their Company on their gas bill. C sent details of the overcharge to their Company by email and the Company promised to send a new bill and a refund but never did. When C left the Company their final bill was lower than her previous reading that was in dispute, but the Company maintained that it had not overcharged C.

It was decided that C had been over charged and had also paid for the units in dispute. The Company was required to refund the overpayment.

### **1.8**

C had an account transferred to another company and when it returned to the original company disputed the amount owed. This led to a dispute in addition to which The Company could not properly set up the account which led to a large bill being delivered. This was considered poor customer service.

The Company was required to provide a letter of apology for the poor customer service experienced, provide confirmation that this account was now properly set up and being

billed properly and to provide a small goodwill gesture in the form of a credit to the account and offer a payment plan that is affordable to C.

### **1.9**

C asked Company to set up an account. Company failed to set up the account in C's name for several months. C then disputed the bills as they considered them high for the type of property C was living in. Company confirmed that the bills had been calculated to accurate reads and offered C advice on energy efficiency. C maintained that the bills could not be correct.

The Ombudsman was of the opinion that the bills were correct but that there had been a shortfall in customer service and required SP to apologise, apply a credit, offer a payment plan for the balance and send C literature on energy efficiency.

### **1.10**

C received a refund from the Company. C moved house and received a final bill, which included the amount they had been refunded. The Company explained that C's account had not been in credit and the refund was arranged in error. C experienced a poor level of customer service. The Company offered C a goodwill payment and payment plan.

The Ombudsman was concerned with the error that occurred. However, the Ombudsman considered that C should pay for the supply they have benefited from and by receiving a refund they had received their gas supply free of charge. The Ombudsman found the Company's goodwill offer to be reasonable and it was required to fulfill its offer.

### **1.11**

C complained that company mis-sold the energy tariff. The company wrote to C on numerous occasions advising there was no evidence of this and applied numerous goodwill credits to the account. C was still unhappy and wanted company to apply charges as quoted by its sales advisor.

The Ombudsman found there was insufficient evidence of mis-selling and was of the opinion that the credits already applied by the company were generous in light of the circumstances. The Ombudsman required no further action to be taken by the company.

### **1.12**

C received a letter from the Company explaining the supply at the property would transfer to it. C contacted the Company to confirm the transfer had not been requested and that the name shown on the account was incorrect. The Company agreed to return the supply to C's previous Company as an erroneous transfer. However, although an erroneous transfer request was made, it was unsuccessful, and C's supply remained

with the Company. The Company issued statements in an incorrect name. It then suppressed statements, as its records showed there was a prepayment meter at the property. When the hold was lifted, a bill showing a large debit balance was issued. C contacted the Company to complain. The Company offered to transfer the supply to the original Company as C had requested, but C did not agree to this. The Company agreed to apply a reduction to the balance in acknowledgement that bills had not been sent. However, C was unhappy with the offer.

The Ombudsman acknowledged the Company's failure to follow up the failed erroneous transfer, its issue of bills in an incorrect name and its failure to investigate the increasing debit balance on the account. However, it was considered that C had a responsibility to pay for the fuel used, and that C had not taken reasonable steps to do this. The Company's reduction in consideration of the suppressed bills was deemed reasonable. It was required to apply a further goodwill credit in consideration of the shortfall in customer service C had experienced, and offer C the chance to agree a payment plan. However, the reduction C had asked the Company to apply to the balance was not considered to be reasonable.

### **1.13**

The company underestimated C's bills and on adjusting the account found a debt had accrued. The company failed to review C's method of payment and agree a suitable payment plan considering C's ability to pay. The Ombudsman welcomed the company's previous goodwill gesture to the account in light of the issues raised.

The Ombudsman required the company to offer a payment plan in consideration of C's ability to pay; and to issue a letter assuring C's credit history has not been adversely affected by its actions relating to this complaint.

### **1.14**

C moved house and received a final bill after six months which was disputed. C had had a meter exchanged and disputed the final readings on the old meter. The final reading on the card handed to C when the meter was exchanged differed to those provided to the company. The company failed to send an amended bill and referred the account for debt collection. C wrote to complain and was promised a bill and a goodwill credit neither of which arrived. C complained to the Energy Supply Ombudsman Service.

The company accepted there had been a delay in issuing a bill and that it had failed to place the account on hold. The Ombudsman calculated C's average daily consumption based on the company's readings and required the company to re-bill C using these figures and to provide an additional goodwill credit in recognition of the shortfalls in customer care.

### **1.15**

C received a bill from the Company and paid the full balance by cheque. C received a further bill the following day that did not include the payment made and therefore the balance had been brought forward. C contacted the Company and was advised to send a cheque for the difference. C did this but complained about the inconvenience this had caused. The Company agreed to offer a credit to reflect the cost of the telephone call made.

The Ombudsman concluded that the first bill had been delayed and this was the reason that two bills had been received in close succession. It was agreed however that the second bill had been issued before C had made the payment and therefore this payment could not have been shown. The Ombudsman required the Company to issue an apology and to offer a goodwill payment for the inconvenience caused by the delayed billing.

### **1.16**

C had a prepayment meter installed for their electricity supply but continued to receive bills for their credit meter. C also complains of receiving debt collection letters and having to make numerous calls to their Company to try and resolve the problem. The Company advises it needs to make sure it has the right meter details for C.

The Ombudsman required the Company to ascertain C's meter details and to check that any payments on C's prepayment meter had been mapped to their credit meter. It was unclear if the outstanding balance was correct, therefore in what was an unwarranted referral to a debt collection agency the Company was required to ensure C's credit file was not adversely affected. It was found the Company had not called C when agreed. C had a missed appointment which they had not been compensated for. The Company was required to compensate C in line with its Guaranteed Standards of Service. The Company was required to apologise and award a gesture of goodwill in recognition of the delay in amending C's account and the shortfall in customer service.

### **1.17**

C moved into a newly developed property and informed Company. C moved out and also informed Company. It failed to send electricity bills for the entire period that C was in the property. It sent C's first gas bill just before C was due to move out but there was some confusion with the gas account as C had received some bills in the developer's name. C's gas account was finalised and paid a correct final bill. Company agreed not to charge C for electricity for the entire period C was in the property.

The Ombudsman considered C to have experienced a shortfall in customer service and required Company to send an explanation and letter of apology.

### **1.18**

C received notice of a large credit balance on the dual fuel account. C rang the Company to check the amount and it was confirmed as correct and the Direct Debit was

reduced. However, the Company had not charged for electricity for 12 months and identified the error and re-billed C. C had spent the refund and was required to increase the Direct Debit payments causing hardship. C complained and asked for the backdated charges to be waived. The Company offered a goodwill credit and an extended repayment period but maintained the charges. C complained to the Energy Supply Ombudsman.

The Company identified that the Billing Code should apply and offered an additional credit. The Ombudsman considered this should be applied from the date the Company issued a correct bill and required the Company to recalculate the credit from this date. The Ombudsman considered the Company had made a reasonable goodwill credit for its error which should be maintained and did not consider C's request to waive the charges was warranted.

### **1.19**

The Company had provided a gas and electricity supply to C. C then transferred both to another Company after finding one cheaper. C was on a gas prepayment meter and so sent the card key back to the original Company. This Company confirmed that the gas supply remained with it. It did not receive any payments from C as these were being made through a validated card meter key which had been provided by the new Company. The Company then sent out a bill 6 months later to prompt a meter reading and C maintained the supply had moved. Following conversations between the Company and C a complaint was submitted to Energywatch and subsequently the Ombudsman. The Company stated that it had notified C on a number of occasions that the supply had not transferred and the payments made to the latest Company C though as supplying the energy should be transferred. C would not accept that a debt was owed to the initial Company as payments were being made regularly and so debt recovery action was commenced.

The Ombudsman believed that the original Company remained the Company of the gas and that a transfer had taken place with the meter details of the property above C's. It was to check the Meter Point Reference with the National Grid and confirm this with the new Company. It was to offer to help C pursue the amounts paid and transfer these to reduce the outstanding bill. Any outstanding amount should be paid by C under a repayment arrangement with the Company. The Company was to provide the telephone number of the National Grid so C could check the property details for peace of mind, and the Company was to fully and clearly explain how the error could have occurred. It was to apologise for not providing this sooner. The debt recovery action was to stop and C's credit rating was to be cleared of any adverse effect.

### **1.20**

C received bills for someone else's account. Despite contacting the company on numerous occasions the problem was not rectified. The company claimed that the bills were being delivered to C's address incorrectly due to the house number conflicting with a flat number. C was advised to ignore letters to the alleged duplicate account as this related to another customer.

The Ombudsman appreciated C experienced inconvenience, but could not require company to close the account since this related to another customer and the address was correct. The Ombudsman required company to provide C with an apology for inconvenience and in recognition provide a goodwill payment and to write to C and confirm that it would not charge C for bills relating to the other account.

### **1.21**

C did not receive a bill for electricity on time. Despite making several requests this was not sent by company. The company eventually sent C a bill and asked payment for the full amount. C claimed Company did not respond to C's correspondence and offer assistance in trying to resolve the matter. The company acknowledged its error and offered to extend the outstanding balance over a payment plan.

The Ombudsman required company to provide an apology for poor customer service levels and in recognition provide goodwill payment and to allow C to pay off the outstanding balance on the account via a payment plan over two years as proposed by company. The C was expected to pay company the outstanding balance on the account.

### **1.22**

C complained that when C transferred to another company the company asked for a payment of back charges despite the meter being a token meter. The company advised the charges were due to the token not being recalibrated after a price change. The company applied a credit, but maintained the rest of the charges.

The Ombudsman was of the opinion that the company could have taken steps to recalibrate the meter sooner and therefore prevented the charges from building up. The Ombudsman required the company to clear the outstanding balance as a goodwill gesture.

### **1.24**

C complained to the SP about the gas meter point reference number being different their bill to that on the meter. This has resulted with incorrect billing, C was unhappy that numerous calls and letters failed to resolve this matter, with most failing to receive any response.

On review the SP contacted C and made an offer to resolve this matter. This was accepted by C, with the SP subsequently ensuring the account brought up to date with a corrected meter reading. The SP also provided a goodwill credit to the account and arranged a payment plan.

### **1.25**

C received a large bill due to the Direct Debit payments that had been made not being enough to cover actual usage. C challenged the bill and it was explained that the payments made had not been enough. C continued to challenge this believing that as all Direct Debit had been made nothing could be owed. The Company accepted that there had been elements of poor customer service and offered a reduction of the final bill.

The Company was required to maintain its offer of a reduction of the balance on the final account and to allow C to repay the balance using a payment plan which is affordable to C.

### **1.26**

C's property was empty but a family member then moved in. C received a high bill and complained to the Company. The company explained that it had not been informed the property was now occupied and had therefore continued to issue estimated bills based on the property being vacant.

The Ombudsman was satisfied with the explanation provided by the Company. The Ombudsman considered the Company had provided C with a reasonable level of customer service. The Ombudsman required the company to offer C a payment plan.

### **1.27**

C disputed the amount they had been charged. The Company confirmed that C had been overcharged and it recalculated the bill. The Company applied a goodwill credit to C's account, which included an element for the overcharge. C continued to receive a poor level of customer service.

The Ombudsman was satisfied with the Company's explanation of the overcharge and that the goodwill credit covered the overcharge. However, the Ombudsman was of the opinion that C continued to experience a poor level of customer service. The Company was required to make an additional goodwill payment and write a letter of apology.

### **1.28**

C disputed charges on a bill and requested a breakdown from the Company. C did not receive a reply, but the Company commenced debt collection activity. C contacted it many times to complain and paid the balance, but continued to receive debt collection letters.

The Company apologised, provided a credit as a gesture of goodwill and confirmed debt collection activity had been stopped.

### **1.29**

C received estimated bills for many years. On receipt of an actual meter reading, the Company billed the account, which produced a large debit balance, as usage had been underestimated. C disputed the balance. The Company offered a credit as a gesture of goodwill and an extended payment plan, but maintained the rest of the charges as it had tried to obtain meter readings, but was unable to gain access to the property.

The Ombudsman considered the Company did not take reasonable steps to read or check C's meter. However, it was accepted that C was responsible for payment of the fuel used; for ensuring the Company had reasonable access to the meter and supplying meter readings if the estimates used were not in line with those on bills. The Company was required to increase the goodwill gesture offered, maintain the offer of a payment plan, arrange a site visit and send a letter of apology.

### **1.30**

C received a demand for payment that was high and immediately sought the help of a Solicitor. Letters were written to the Company as the bill was confusing and C had received two bills covering the same period. The Company made an attempt to respond to C's Solicitor after receiving authority to discuss the matter. C then enlisted the help of Energywatch and they and C's Solicitors sent letters. The billing issue continued with confusion over meter readings and the conversion between metric and imperial readings. The issue was finally resolved and C made payment. C's Solicitors sought payment of its fees as compensation for C.

The Ombudsman considered that the billing issue had been resolved. C, who was elderly and considered potentially vulnerable, had been panicked into seeking third party advice when a payment demand was made. C was unaware of other free independent advice. It was considered that the intervention of both Energywatch and Solicitors caused the matter to be further confused and prolonged. The Company refused to pay compensation as it stated it was up to C as to whether Solicitors were instructed. The Ombudsman whilst agreeing that compensation would not ordinarily be considered felt that due to the vulnerability of C and the fact that the Company had caused distress, C's actions could be considered appropriate. However once Energywatch became involved the Solicitor had to take some responsibility for incurring costs and it was considered that they should have advised C of the potential level of costs. As a result the Ombudsman recommended a goodwill gesture in recognition of the extreme distress caused to C. The Company was to offer C the option of being added to the Priority Services Register and set up security measures on the account for extra assistance.

### **1.31**

C received a bill which included an incorrect meter number. C had their meter exchanged in the following months. The Company was unable to issue a correct bill from then on as the National Grid held incorrect address details and there was a delay transferring the correct details about the new meter to the Company.

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

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

### **1.32**

C received a large bill from the Company and queried this. It transpired that the Company had failed to accurately read C's meter over some time, resulting in a large outstanding balance. C complained to the Company and it agreed to apply a credit to the account in line with the industry agreed Billing Code, however, C remained unhappy.

The investigation welcomed the Company's admissions in this instance and it was satisfied that it had applied a credit in line with the industry agreed Billing Code to which it adheres. However, the investigation was satisfied that a further goodwill credit was warranted for the actual shortfall in customer service and inconvenience C experienced as a result. It was noted that the Company had failed to act on C's initial complaint letter, but the investigation was satisfied that C had already been adequately recompensed for that particular shortfall. Therefore, it was proposed for the Company to apply a further goodwill credit to C's account, provide C with a full breakdown of the Billing Code credit which had been applied and also allow C to pay the debt over an extended period.

### **1.33**

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.

### **1.34**

C moved out of a property and gave SP final meter readings. Due a problem with meter readings, C's account was closed ten moths after moving out. In the interim, the new tenant of the property used C's old prepayment card and payments were allocated to C's account. When SP closed C's account, there appeared to be an overpayment on it and sent C a refund. The error came to light and SP requested repayment a further nine months later.

The Ombudsman directed that SP should write off all sums owed by C. The Ombudsman further directed that SP should cancel all debt collection action and confirm that C's credit rating was unaffected.

### **1.35**

C complained about the billing problems experienced following incorrect meter details and readings being recorded. The SP advised that this had been rectified and an apology and goodwill credit provided. The SP advised that C was happy that this matter had been resolved. On this basis the SP asked for the case to be closed as a PICC.

### **1.36**

Company failed to recalibrate C's prepayment meter over a number of price changes. Company sent C a statement showing a large outstanding balance. C complained and Company agreed to credit a large percentage of the debt. C remained unhappy.

The Ombudsman was of the opinion that C had received a shortfall in customer service but considered Company's offer of credit sufficient. No further action was required.

### **1.37**

C has been trying to find out the gas company for a number of months. C complained to Company and it confirmed that it was not the Company. C was referred to Company several times by another Company but it maintained its position and issued a deadlock letter.

The Ombudsman was of the opinion that Company did not Supply C and required no further action.

### **1.38**

C had Direct Debit set by the Company but some years later there was a large outstanding balance on C's account. C did not think the Company had monitored C's usage or taken enough interest in C's account.

The Ombudsman concluded that whilst the Company should have noticed, and reacted to, the increase in the outstanding balance, it was as much C's responsibility as C would have received regular bills. The Ombudsman decided that C was responsible for paying for the usage and had to make arrangements to repay the outstanding balance. The Company was instructed to contact C to arrange a suitable payment plan and provide energy efficiency advice. The Company was also instructed to credit C's account with a goodwill gesture and send a letter of apology.

### **1.39**

The Company agreed to replace the meter and bill the account to date. The Company confirmed that the meter has now been exchanged and it is arranging to bill C's account to date. The Company is also crediting C's account with a goodwill gesture in recognition of the shortfall in customer service.

### **1.40**

The Company had supplied C with electricity and sent regular bills for which C made regular payments. It was discovered that C had a change of meter in 2005 but a final reading was not taken and so the charges were cleared. This caused a credit on the account for which C was refunded. The Company continued to bill and take readings but these appeared to be high when using a start reading for the new meter of 00000. It investigated and then used a reading taken in 2006 to which a bill was raised showing the usage and credits for regular payments. This left a debt on the account. It continued to send bills and some of these were estimated. On receiving a bill showing an actual usage C complained by way of a relative as it appeared that the Company was demanding the refund to be repaid. The Company maintained that C owed the money and offered a repayment plan and goodwill credit payment for its error in sending out the cheque. C rejected the offer.

The Ombudsman considered that the amount claimed was not directly related to the refund. In fact it was recognised that C had received the benefit of over 10,000 free units of electricity. The failure was that on sending out an amended bill using actual readings it had not reviewed the repayment plan and C was barely reducing the debt and only covering usage. C was considered to be a vulnerable customer and this should be taken into account as the demand for payment could cause hardship, as was the fact that regular payments were made. However it was considered that as C had consumed the energy the total amount should not be cleared. The Ombudsman required the Company to credit the account with the amount outstanding on the statement when the repayments should have been reviewed. C was responsible for the remaining amount but the Company was to offer a repayment plan. It was also to apologise for the failure to review the payments and C was advised to consider contacting the energy efficiency advice line given. No further goodwill payments were required.

### **1.41**

C received an unexpectedly high bill several years after moving into the property. C contacted the Company and it agreed to look at the problem. The Company had calculated the bill on a reading provided by C however whilst investigating it discovered that an incorrect opening reading had been given by C. The account was amended using the correct reading however this still left a large outstanding balance. The Company had been taking readings since C moved into the property but had failed to use them as they did not appear to correspond with the previous estimated usage. It was only several years later that the Company had tried to investigate the problem.

The Ombudsman concluded that the issue should have been investigated previously but that both parties had contributed towards the problems. The Ombudsman required the company to issue an apology, credit the account with a goodwill payment to reflect the delay in resolving the issue and to offer C a suitable payment plan taking into account C's ability to pay.

#### **1.42**

C believed their meter was recording their usage incorrectly and they complained to the Company. The Company 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 Company should arrange a refund. However, if the meter was recording accurately, then C should remain responsible for the account balance. The Ombudsman required the Company to make a goodwill payment and write a letter of apology for the shortfall in customer service that had occurred.

#### **1.43**

C was unhappy with a large bill as one had not been issued for nearly a year and received debt collection letters despite his account being in dispute. The Company accepted that there had been a delay and offered a goodwill payment and extended payment plan.

The Ombudsman considered that the Company should provide C with a further goodwill payment due to the nature of the delay, the lack of explanation supplied and the debt collection letters being sent to C.

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

### **6.1**

C had electricity service with Company. The C was sent a large bill and it transpired that the meter was charging at the wrong rate. The Company adjusted the rate but C claimed the meter was also overcharging. The SP did not agree that this was the case and maintained the charges

The Ombudsman considered that the accuracy of the meter was in doubt. It required that the SP make an adjustment to the account and a goodwill payment and written apology to C for the inconvenience caused.

## **6.2**

C received a final bill for charges significantly in excess of previous bills. The Company informed C that the meter readings it had used to bill the account were incorrect and the error was not identified until a final reading was received from C's new Company. The Company re-billed the account for the entire supply period, and a large bill for backdated charges was generated. C disputed the charges. The Company offered to apply a credit as a goodwill gesture and to agree an extended payment plan, but C refused the offer.

The Ombudsman noted the Company had ignored accurate readings it received and had failed to bill the account correctly, until C's supply transferred away from it. This was considered to be reflective of a shortfall in customer service. However, the Company's offer to withdraw back dated charges in line with the Billing Code of Practice was considered to be reasonable. Nevertheless, the Ombudsman recognised the distress and inconvenience the matter had caused C. The Company was required to confirm backdated charges more than two years old had been withdrawn, apply a further credit as a goodwill gesture in consideration of the customer service shortfalls and the distress and inconvenience caused, confirm the balance of the account and maintain its offer to provide a payment plan that took C's ability to pay into consideration.

## **6.3**

C received a bill which showed a debit balance. C contacted the Company to query the charges and was advised the charges were due to an amended opening meter reading. Due to the time that had elapsed since the account was opened, the Company agreed to credit the difference in the charges that occurred as a result of the amended reading, but failed to do this. C received payment reminders and contacted the Company to complain. The Company maintained the charges were correct. C continued to dispute the charges.

The Company confirmed that it had raised a dispute about the reading used to open the account. It subsequently amended the opening meter reading and re-billed the account. It confirmed the balance remained outstanding.

It was noted that the Company had agreed to credit the charges generated due to the amended meter reading. Its failure to apply the credit, and its subsequent maintaining of the charges was considered to be reflective of a shortfall in customer service. The Company was required to send a letter of apology, apply a credit equal to the charges generated when the meter reading was amended, provide a payment as a gesture of goodwill, confirm C's credit rating had not been affected and that any late payment charges had been withdrawn from the account.

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

## **7.1**

C noticed bills issued by the Company showed two meters, but C only had one meter at the property. C was assured the error would be corrected, but this never happened, despite C contacting the Company many times.

The Company agreed to amend the account and remove the incorrect meter details; provide a small credit as a gesture of goodwill and agree a payment arrangement.

## **7.2**

C's meter was exchanged. The wrong meter reading was taken from the old meter resulting in C receiving a high bill. It transpired the Company had cancelled C's Direct Debit without notifying C and that the information it held about C's meter was incorrect. The Company refused to reinstate C's Direct Debit until it had confirmed C did not have a prepayment meter. There was also a delay in it responding to C's complaint. During this time, C received a further bill, showing the debit balance on the account had increased further. C disputed the balance.

The Company confirmed it had made errors when calculating C's charges. It agreed to amend the account and apply a credit as a gesture of goodwill.

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

### **11.1**

C moved into a property that had two MPANs. C arranged for the electricity supply to transfer to the Company. However, C did not receive a bill. C contacted the Company and it confirmed it was having difficulty setting up an account because of the dual MPANs. It told C an account would be set up, but this did not happen even though C continued to complain.

The Ombudsman noted the Company had now set up an account for C and issued a bill. The Company had also applied the guidance about back billing set out in the ERA's Code of Practice. However, it was unclear whether the bill was correct. The Company was required to send a letter of apology, apply a small credit as a goodwill gesture in consideration of the customer service shortfall and the inconvenience caused to C, obtain up to date meter readings, confirm it could support the tariff required by C, issue a correct bill, confirm usage had been apportioned fairly across the entire billing period and that any additional credits applicable under the Code of Practice for Accurate Bills had been added to the account.

### **11.2**

C complained that the company failed to send a bill for many months and C was worried that there would be a large arrears bill to pay. C complained to the company, but it failed to respond to C's first letters. C then found that they were unable to access their account on-line. The company stated that an aborted transfer was not updated to it quickly enough which resulted in C's account being closed and delayed it being set up again. The company failed to address the cause for C's problems accessing their account on-line or why it failed to reply to C's early letters.

The Ombudsman decided there had been poor customer service for C, particularly in the delay experienced over setting the account up again. The company was required to make an apology; provide a goodwill payment; and set up a payment plan, as suggested, to ease the payment over an extended period.

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

### **14.1**

C complained that the Company failed to bill C for 13 months. The Company then billed C incorrectly as the day and night readings were transposed. C believed that the meter was wired incorrectly for day and night readings. C complained that numerous bills had been received which were hard to understand and although the Company provided a breakdown this was not understandable. The Company said it had applied various credits to the account and viewed these as reasonable.

The Ombudsman was concerned that the Company failed to bill C for 13 months, without explanation, and this was viewed as poor customer service. The Ombudsman was also concerned with the billing of the account as the bills C had received were incomprehensible. The Ombudsman was also concerned that the Company had failed to check the accuracy of the meter. The Ombudsman required the Company to arrange to test the meter, award compensation for missed appointments, recalculate C's account to produce a bill to show all usage, credits and payments, provide a statement of account, award a further goodwill payment and send a letter of apology.

### **14.2**

C complained that the company failed to set up an account as expected and used estimated readings. C contacted the company and stated that it first advised there would be a small adjustment, but later changed this to a larger one. The company provided no comment or case file for this complaint and so it was not possible to judge any shortfall in customer service directly. However, C provided email correspondence which indicated that the advice over billing adjustment was given verbally. This was accepted as an estimate only and should not have been relied upon by C.

The Ombudsman decided that accurate readings could have been taken, but any overpayment adjustment was small enough to be absorbed in later bills. The company was required to make an apology for not taking accurate readings and to consider

allowing C to transfer to a new company, on the proviso that they formally agreed to settle any arrears.

### **14.3**

C received large bills from the Company and called to complain. C believed that both meters were faulty. C complained that the Company offered C a weekly payment plan which C could not pay. C continued to complain but said that the Company failed to recognise C's complaint. The Company said that the debt accrued as C had made hardly any payments for over one year. The Company proposed that it install pre-payment meters.

The Ombudsman said that based on the information provided there was no reason to doubt the accuracy of the bills and it was highly unlikely that both meters would be faulty. The Ombudsman said that the reason for the accrued debt was because C had made little if any payment to the Company. The Ombudsman was however concerned that the Company failed to offer C pre-payment meters when it was informed C had difficulty in paying. The Ombudsman required the Company to arrange for pre-payment meters to be installed and to arrange a weekly payment plan with C. The Ombudsman also required the Company to award a nominal goodwill payment and to contact C about energy efficiency. The Ombudsman also provided C with an application form for the Company's trust fund for customers who had difficulty paying.

### **14.4**

C moved address and received a final bill from the Company which C paid. C however continued to receive letters about the payment plan and outstanding balance owed. C called the Company and sent a letter of complaint but received no response or resolution. The Company said that there was a delay in finalizing the account but I had now sent C a recalculated final bill.

The Ombudsman was concerned that the Company failed to provide C with an explanation or response and viewed this as unacceptable. The Ombudsman examined the recalculated final bill and confirmed it did appear to be accurate. The Ombudsman required the Company to award a nominal goodwill payment, send a letter of apology and ensure that C's credit file had not been affected.

### **14.5**

C had a new boiler fitted but disputed the final bill from the Company as it was higher than expected. C complained to the Company but received no resolution or response for several months. The Company said that the bills were correct as C had been billed to accurate meter readings.

The Ombudsman could not say what caused C's usage to increase from 2 to 6 units a day for a short period of time. As C was no longer with the Company then it had no authority to test the meter. The Ombudsman was however concerned that the Company

failed to investigate or respond to C for several months. In recognition of the poor service received the Ombudsman required the Company to award a goodwill payment.

#### **14.6**

C complained of large arrears yet C had a pre-payment meter. C complained to the Company but remained dissatisfied with its response. The Company advised that it had received no payments from C for several years which caused the balance to accumulate. The Company also confirmed that it had not recalibrated the meter.

The Ombudsman was concerned that the Company had evidently allowed the balance to accumulate for what appeared to be several years and this was viewed as unacceptable. The Ombudsman was also concerned that the Company took no action to investigate until C contacted it. After review of the information provided, taking into account that C would not be able to now provide proof of payment, the ombudsman required the Company to award a substantial goodwill payment and credit this against the accumulated debt.

#### **14.7**

C received payment reminders and disputed the balance of the account. C contacted the Company to arrange for a meter reading to be taken. The Company agreed to place the account on hold until the meter reading had been obtained, but did not do so and continued with its payment follow up procedure. C authorised a third party to manage the account. The TP sent a letter of complaint to the Company on behalf of C but did not receive a reply. Late payment charges applied to the account were also disputed.

As there was an outstanding balance on the account prior to a site visit being agreed, the Ombudsman did not consider the Company had acted incorrectly in implementing its payment collection procedure. However, the Company's failure to place the account on hold after it had agreed to do so and its failure to reply to TP's letter of complaint were considered to be reflective of a shortfall in customer service. The Company was required to send a letter of apology, refund late payment charges applied after it had agreed to place the account on hold, provide a credit as a gesture of goodwill, and confirm its records had been updated and that there were no errors on the account which would prevent future bills being issued.

### **21.0 Transfer**

#### **21.1**

C wanted to transfer their electricity supply on discovering a plan that gave savings on energy. The new Company confirmed that the transfer had taken place and that C would be utilising the plan requested. C then received bills from both their old Company and the new Company but with different meter references. C telephoned both

Companies to confirm who held supply. They both confirmed this and so C then contacted MPAS for the central meter information and discovered that the new Company had taken over an old meter reference. The new Company tried to obtain supply but the old Company refused considering this to be an erroneous transfer. C wanted the supply to move so as to benefit from the savings. The new Company refunded all of C's payments as it had not supplied during the period. C stated that the benefit of the savings was not received and demanded compensation to this level. The new Company offered a goodwill gesture to C and stated that it could not obtain the supply. C was unhappy and a letter of deadlock was generated.

The Ombudsman could see that C had received the refund and that the wrong supply had been taken over. However this was not wholly the fault of the new Company as the central data was incorrect. The new Company was to ensure the correct meter details were held centrally and then liaise with the old Company to obtain supply to C. As C had been given example savings on an internet site not run by the new Company the Ombudsman considered that C's savings were not guaranteed and so it was not reasonable to compensate C with the amount requested. The Ombudsman did recommend a goodwill payment in consideration of the time, inconvenience and expense incurred, with an element to cover some savings lost through the delay by the new Company in recognising the wrong meter details.

## **21.2**

C's supply was taken over by company without consent. Although company made arrangements for the supply to transfer back it took it again from the gaining company. The company apologised for its error and applied a credit to the account.

The Ombudsman considered C had received a shortfall in service levels, but considered the goodwill credit already proposed by company to be fair and reasonable.

## **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 requested service to be transferred from one company to another. C says they received a dual fuel allowance so had no reason to doubt they were not with the Company for both services. C was told there was a problem with their address so it was unable to take over the supply and they had not been billed by the Company nor had C made any payments for the energy used. The Company apologised for any inconvenience.

It was recommended that C should write apologising for the shortfalls on the account and to make a goodwill payment

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

### **33.1**

C transferred to the Company for both C's gas and electricity supply. However, the Company was unable to set up an electricity account as it was waiting on a third party for the necessary information. C complained to the Company as C was concerned at receiving a high bill for the ongoing usage. The Company made contact with the third party and chased it, but to no avail.

It was clear that in this instance, the Company was reliant upon a third party in order to successfully set up the account. However, the investigation considered that the Company's duty was to its customer and, on this basis; it should take responsibility for the delay. It was also clear that C had received poor customer service levels in this regard. Therefore, it was proposed for the Company to continue to liaise with the third party and keep C updated, provide C with an apology and goodwill payment and, once the account had been set up, allows C to pay any outstanding balance over the same period it took to set the account up.

## **45.0 Sales - Erroneous Transfer**

### **45.1**

C had C's gas supply erroneously transferred a number of months ago. During this time it was discovered that C's property did not have a registered Meter Point Reference Number (MPRN). Also C's address was not registered on Royal Mail's database. The Company has requested an erroneous transfer but the other Company will not carry this out due to the lack of a MPRN at C's property.

The Ombudsman decided that the Company needed to press for an erroneous transfer to be completed. The Ombudsman also instructed the Company to follow the voluntary code of the Erroneous Transfer Customer Charter to keep C updated. The Company was also instructed to award a goodwill gesture to C and send a letter of apology for the poor level of service provided.

## **45.2**

C complained that the Company billed C for usage supplied by another company. C complained that an Erroneous Transfer was completed without C's consent. C disputed the balance for the supply billed by the Company during the time C was with other company. C requested that the outstanding balance be removed. The Company said that it received an Erroneous Transfer request from C's company as it could not support the meter C uses. The Company then billed C for usage as if C had never left. The Company advised C to contact other company for a refund. The Company said it did award a goodwill payment although it believes this was not justified.

The Ombudsman said that any error with the transfer of supply to an incompatible tariff, the Erroneous Transfer without consent and a refund of payments did need to be addressed by the other company. In this instance the Company had not done anything wrong. Its goodwill payment was viewed as reasonable. The Ombudsman advised C to contact other company to complain and request a refund. The Ombudsman required the Company to arrange a suitable payment plan of the outstanding balance.

## **50.0 Sales - Request not Actioned**

### **50.1**

C moved into new build property builder's customer services indicated that they would affect transfer of gas and electricity, but this appears not to have happened. C then tried to contact company over five month period but experienced constant failure to take down meter details and open account. After numerous phone calls and two letters company's case file shows nothing had been recorded.

Ombudsman directed that company detail a senior manager to supervise account set up, and send a representative to the property to obtain information that it was incapable of recording telephonically. Ombudsman awarded £50 goodwill payment for customer service failures and further £50 for failure by Complaints Management Team