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1.0 Billing

1.1

C disputed the accuracy of billing. SP accepted that it had underestimated C's usage which 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 reduction was made to recognize the period when C did not receive an accurate bill.

1.2

C received a revised bill from the energy company which included back dated charges as the meter had not been recalibrated. The company removed part of the outstanding balance as per its policy, but C wanted a larger reduction.

It was informally agreed that the energy company would provide a further reduction, send a letter of apology and allow C to repay the balance owing by weekly installments.

1.3

C complained that the company did not send bills and demanded a high amount from C. Company advised due to the nature of the account the bills were viewed online and C was reminded of this via email every quarter.

The Ombudsman considered C was liable for consumption since usage had taken place and the company had issued bills and informed C about this via email every quarter. The Ombudsman required the company to provide a payment plan taking into account C's ability to pay.

1.4

C had an electricity token meter that the Company arranged to exchange. On exchange, C states that the old meter had a credit balance. However, following exchange, the new meter had a much reduced balance. C wrote to the company to complain. The Company advised that payments C had made in the past had been allocated to C's old company and therefore the Company was trying to recover them. C remained dissatisfied. Following the issue of a deadlock letter, the Company agreed to send C a cheque for the disputed balance.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and confirm details of the refund made.

1.5

C's electricity meter readings were transposed for several years. When Company realised it sent C a number of confusing bills without advising C that it believed readings had previously been transposed. C was eventually advised what had happened but was sent a correctly amended bill with a large outstanding balance. Company reduced the balance by adhering to the industry code of practice for accurate billing. It also offered C an additional goodwill gesture and apology.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service but considered Company's offers of resolution adequate and requires it to maintain the offers.

1.6

The Complainant was concerned as the Company had misread the meter, overcharged and took a long time to investigate. The Complainant contacted the company by telephone and by letter and it found errors in its records and corrected them but the Complainant was still not satisfied and contacted the Company further but with no resolution. The Ombudsman investigated and found that errors had been made by the Company but it had not fully addressed the problem and further errors were still outstanding. The Ombudsman required the Company to further investigate correct the errors and liaise with the Complainant to ensure that all the issues had been addressed. The Company was also required to make a gesture of goodwill and send a letter of apology to the Complainant

1.7

C moved into a new build property and was supplied with a gas supply by the Company. C contacted the Company to query the level of a bill as it appeared to be very low. The Company confirmed that this was correct for the property and that C should continue to make the usual payments. C then received a large bill. The Company stated that this was because the builder had supplied the wrong meter reference number for C's property. C asked for the debt to be cleared. The Company offered to reduce the outstanding bill and gave the opportunity to make repayments over two years. C rejected the offer and the Company maintained this was reasonable.

The Ombudsman considered that the Company had been acting on information incorrectly given to the National grid. The Company was therefore not at fault with regard to the meter readings as the meter number matched the property details it had been given. However as C had queried the low bill and the Company had been slow to act its offer to reduce the bill was reasonable. In addition it was to ensure the National grid held the correct meter reference for C's property and make a written apology for the time taken to amend its records and for the time, inconvenience and expense caused to C.

1.8

C received a bill with a large outstanding balance, which C disputed as actual meter readings had been provided. C contacted the Company on numerous occasions for an explanation of the bill, but the Company failed to provide this. The Company offered C a goodwill gesture and a payment plan, which C has declined.

The Ombudsman concluded that the outstanding amount was a true reflection of the fuel C had consumed. The Ombudsman also noted that C had made no payment to C's account for a nine month period, which had contributed towards the outstanding balance. The Ombudsman instructed the Company to contact C to discuss payment arrangements and the possibility of a payment plan. The Company was told to credit C's account with a goodwill gesture and send a letter of apology to C for the shortfall in customer service.

1.9

C complained about incorrect bills. C provided several meter readings. The Company advised these were not consistent enough to be used. However, it later removed the number of meter units being disputed.

It was concluded that the Company could have easily resolved this matter by visiting C's property sooner. It was concluded that C had received poor customer service. This was due to avoidable delays, incorrect action taken and missed appointments.

1.10

C received a letter from the company advising that for several years the meter listed on the account had been a five dial metric meter rather than the imperial four dial meter in the property. This had meant that C had been undercharged for the usage since this time. C apologised and agreed to only back bill the account to reflect one years worth of underpayment. C remained unhappy believing that the company should not back-bill any of the charges. The company maintained that it would offer no further reduction.

The Ombudsman concluded that there had been a delay in discovering the problem however it was agreed that The Company had made a reasonable offer in agreeing to only back-bill for one year. The Ombudsman required the company to issue an apology, maintain the offer to only back-bill for one year, to offer a goodwill payment to reflect the calls made by C and to offer a suitable payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

1.11

C complained to the Company about the billing of the account. After a period of dispute it was established that the tariff charges were incorrect, and this was corrected. However, this still left an outstanding balance which C continued to dispute.

The remaining charges related to previously unbilled price increases. These appeared to be more than one year old. In resolution, the Company was required to send a letter of apology, review C's bills, cancel all outstanding charges over one year old, make a further goodwill credit in consideration of the poor customer service received, ensure any adverse credit was removed, and contact C with the offer of a payment plan.

1.12

C complained about receiving a high estimated bill for gas account. Company stated this was due to the account being billed based on estimated usage. Company maintained the charges.

The Ombudsman appreciated C's concerns, but was of the opinion that company had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility laid with C to ensure Company was provided with correct meter readings since records showed meter readings had been supplied for the gas account. The Ombudsman required Company to provide a goodwill payment, offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the gas account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

1.13

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.

1.14

C moved property and paid the final gas and electricity bill. Some time later C received a further final bill asking for payment of an outstanding balance. C queried the charges believing that the account had been paid in full. The Company advised that it had not used some of the readings provided as they were not in line with the estimated reading used. The Company also advised that some of the readings had been entered as estimated readings when they had been provided by C. On realising the error the Company has re-billed the account correctly, leaving a large balance. C disputed the charges however the Company continued to issue demands for payment. C wrote to the Company but did not receive response to the complaints raised.

The Ombudsman concluded that the readings provided should have been used and that C had experience a shortfall in customer service. The Ombudsman required the Company to issue an apology, clear any previously unbilled charges prior to one year before the amended bill was issued, to make a goodwill payment for the failure to use the readings, the distress caused and for the shortfall in customer service and to offer a

payment plan to allow C to pay the remaining balance taking into account C's ability to pay.

1.15

C was supplied with gas and electricity by the Company. The bills and reminders were sent to a different address but once received C made prompt payment. C telephoned the Company to change the address and ask for copy bills. These bills were received but a further reminder for a bill not received was included. The Company commenced debt recovery action. Again C made payment and notified the Company that the address had been wrong. The Company made goodwill credits on the account for the errors but C became upset by the issue and decided to change Company. An early termination fee was made as C was on a protected tariff. C wrote and complained and the Company forwarded a letter indicating that a disconnection charge would be waived. On receiving notification of the complaint from the Ombudsman's office the Company offered an apology but maintained the disconnection charges. It stated that C had made payment of these charges and so would confirm this.

The Ombudsman considered that the goodwill credits had been sufficient for the distress, inconvenience and expense incurred. However as the letter had offered the charges to be cleared the Company was to honour this and make an apology for the initial error with the address as proposed. C's credit history was to be cleared of any adverse history as debt collection activity had commenced due to the Company's mistake. C had made prompt payment when the bills and reminders had been received.

1.16

C was receiving regular bills but for 12 months didn't receive anything. C was then sent a large bill which had reference to another address. C tried to resolve this with the Company but there was some delay.

The Company said it accidentally cancelled C's account as it was told a new customer had moved in, it later stated there was an administration error.

It was recommended the Company should issue a correct bill, arrange a payment plan, issue a letter of apology and award a further goodwill payment.

1.17

C left SP and discovered that the new company could not accept them as C had two addresses on their gas MPRN. Then, when C received C's final electricity and gas bills C thought they were too high. C believed that they had been paying for gas used at the other address. C refused to pay both bills saying they were wrong, although C provided no evidence of this.

The Ombudsman considered that the element of doubt had occurred due to two addresses being on the one MPRN. However, there was no evidence to show that C had

been provided with incorrect final bills. The readings had been provided by C's new company. The Ombudsman therefore decided that C was liable for their final bills.

1.18

C was on a prepayment meter. Their Company sent them a statement that showed they had a large outstanding balance. C was not happy and disputed this. The Company offered a further reduction but C again refused their offer.

The Ombudsman decided that although the reductions were appreciated, it was not C's fault that the meter had not been recalibrated to show price increase. However, C was still liable for the cost of the fuel that they had used, but a further goodwill gesture was required, and the Company was required to reassess the amount taken weekly to clear the debt.

1.19

C complained that The Company had incorrectly calculated bills. This was accepted by The Company which, without the need for an investigation, provided a cheque to correct the wrong calculation. C was happy with this.

The Company also provided confirmation that the account was closed.

1.20

C had C's meter from a card meter to a key meter. C was not advised of this and when approached it denied all knowledge. C requested any outstanding debt waived and required comp for time and effort put in.

The Company agreed that it was at fault and has refunded any outstanding debt on the account and offered a goodwill gesture and letter of apology.

F1.21

C's Direct Debit was set too low when C became a new customer of Company. C received accurate bills throughout showing a growing debit balance but failed to increase payments. C left Company and disputed the final bills as the Direct Debit had been set too low. Company offered a payment plan for the balance.

The Ombudsman was of the opinion that C was responsible for the balance and required Company to offer a payment plan, which took ability to pay into consideration.

1.22

C's token prepayment meter was exchanged for a key prepayment meter. Although the meter showed a credit when it was removed, the account was billed and showed a debit balance as the meter had not been recalibrated at the time of price rises. C was expecting the credit balance shown on the old meter to be placed on the key but a debt was placed on the meter instead. C complained but was given no clear explanation of what had happened. C was leaving the property and concerned not to leave a debt. C made a large payment to the meter to clear the debt but instead it was added as credit. C was pursued for payment of the debt after leaving the property until Company decided to write off the debt as a goodwill gesture.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to send C a full written explanation of what had happened with the account and refund C for the large credit balance placed on the meter before leaving the property.

1.23

C advises they moved company and when they received a final bill it had an incorrect reading on it. This has now been rectified but C still querying the outstanding balance. The Company advises that the outstanding balance is correct but does not provide any details of how it has been calculated. It proposes a payment plan to pay the remainder off and a gesture of goodwill in recognition of the delay in correcting the account.

The Ombudsman found that C had accrued an outstanding balance due to estimates being used for a period of time and found the bill to be correct. The Company was required to maintain its offer of a payment plan taking into account C's ability to pay. The incorrect billing of C's account and the delay in rectifying this was considered a shortfall in the service C received. However, the goodwill gesture proposed by the Company was considered sufficient in addressing this matter.

1.24

C disputed an account statement issued in respect of a prepayment meter. The Company confirmed C had been charged against the wrong tariff and that it had re-billed the account. C requested a refund of the credit balance after the account was re-billed, and the Company sent this. C contacted the Company to provide a meter reading and was informed there was a credit balance on the account. However, when the account was billed to an actual reading and price increases were taken into consideration, the account was in debit. C did not receive a statement to show this. C provided a final reading and disputed the final balance. The Company explained this was due to C's meter not being recalibrated. C remained unhappy with the explanation and wanted the balance to be withdrawn.

The Ombudsman was satisfied the Company had informed C of price changes. However, it was noted that the Company had gained access to C's meter after the price changes had occurred, but the meter had not been recalibrated. In addition, the Company had failed to send invoices to C, so C was unaware of the balance accruing on the account. The Company was required to send a letter of apology, apply a credit as a

goodwill gesture in consideration of the delayed recalibration, and make a goodwill payment in consideration of the customer service shortfalls identified, supply a payment history and confirm all payments had been correctly allocated.

1.25

C had provided SP with a direct debit instruction. SP did not action the direct debit. C had to make payments on C's account by card. C was not able to transfer C's supply as there was a delay in the process and a final bill being issued by SP.

Ombudsman found that there was a shortfall in customer service. However, SP had addressed this satisfactorily as it had reduced C's bill considerably. No further action was proposed.

1.26

C signed up to a capped price tariff with the company C later complained that the contract had not been honoured. The company advised that this was not the case and as C had alter cancelled the Direct Debit payment arrange, the tariff had been transferred to a standard tariff as per its Terms and Conditions. C later transferred company and on receiving the final bill realised that the company had used an estimated reading to bill the account. The company advised that it had obtained this information from the new company as was industry practice however C remained unhappy. C later provided a more accurate reading to the company and this was agreed with the new company and an amended bill issued. The account was later passed to a Debt Collection Agency.

The Ombudsman concluded that the company had acted appropriately and the charges were correct. It was agreed that C had experienced a shortfall in customer service and that the complaint could have been dealt with more quickly. The Ombudsman required the company to issue an apology, clear the remaining balance for the time taken to resolve the complaint and for the shortfall in customer service also confirming that this had no affect on C's credit rating and to confirm that the accounts were then closed with a nil balance.

1.27

C received a bill from the Company with a large outstanding balance and complained to it about this. C was advised by the Company that it had transposed C's meter readings and had re-billed the account correctly. C continued to complain and the Company offered to remove the outstanding balance but C remained unhappy.

It was clear that due to the Company's error, C had accrued an outstanding balance through no fault of C's. However, the investigation was satisfied with its actions to remove that balance as a goodwill gesture, particularly as the Company was entitled to bill C for the entire usage under the Industry Billing Code. The Company had offered to

allow C to repay a subsequently accrued balance over a longer period and it was proposed for this offer to be maintained.

1.28

C, acting on behalf of a deceased relative, stated that the Gas Company had over estimated consumption on a bill prior to a meter being changed. The Company disputed this and stated that it had checked the readings taken on the day of the removal but refunded the difference between this and the estimated reading as a gesture of goodwill. It also cleared the account of a final bill amount outstanding on the account. C continued to pursue the complaint and sought the help of Energywatch. Numerous letters were sent to the Company, the Company responded explaining the reasoning behind the estimate, and that the annual consumption was correct, as were the meter readings. In its letters it apologised for the fact the C had felt the need to continue with the complaint.

The Ombudsman recommended a solution using the readings provided by both parties as it appeared to be this that was causing the dispute over the estimated bill. As an actual reading had been taken when the meter had been removed the Ombudsman used an average daily consumption amount to recalculate the units on the estimated bill. The Company was to amend the bill and refund the difference. It was further to make a goodwill payment in recognition of the failure to respond to a number of letters sent over a period of 5 months. The Ombudsman recognised that it had made appropriate responses and had given apologies for the fact that C had felt the need to continue with the complaint.

1.29

C joined Company and a Direct Debit was set up to cover consumption of gas and electricity. The Direct Debit did not cover consumption and when the account was reassessed, Company wrote to C to advise it was increasing the Direct Debit. C claimed to not have received the letter and that there was a surprise when an increased amount was taken. C also complained that C's prices were supposed to be fixed, misunderstanding that it is the unit price that is fixed, not the Direct Debit. C complained and Company applied credits to C's account. C transferred to another Company and was sent final bills.

The Ombudsman was of the opinion that C was responsible for the final bills as the energy had been used. The Ombudsman considered the goodwill gestures applied by Company sufficient for the circumstances and required it to maintain the offers.

1.30

C received an extremely high bill from the company. C queried this and was advised that the account had been underestimated for some time. The account had not been billed correctly leaving a large outstanding balance. C informed the company that readings had been taken and asked for the meter to be tested for accuracy. The meter

was found to be working correctly however C continued to dispute that fact the usage had increased since an earlier meter exchange.

Following the Ombudsman's request for a case file, the company contacted C has agreed to clear any previously unbilled charges prior to one year, to offer energy efficiency advises and to offer a payment plan to pay the outstanding balance. The Ombudsman had notification from both parties that the complaint was resolved.

1.31

C disputed charges raised by the Company. The Company explained that due to a message error being sent to the prepayment meter charges was not taken which would have reduced the debt. It was found that this system error would have been the cause of some inconvenience to C and that the Company did not show C a level of service normally expected.

The Company was required to send a clear explanation of how the balance has accrued and current outstanding balance, make a goodwill gesture credit which included goodwill and time spent on chasing the complaint and send a letter of apology for the service shortfalls highlighted in the report.

1.32

The Company failed to amend C's direct debit instruction in line with C's usage. C complained the Company had failed to read the meter for seven years. This was found not to be the case and the meter was read but due to a technical problem the company's records were not updated by the meter operators. The Company arranged a meter check however then failed to advise C of the results in a timely manner as promised. The Ombudsman concludes the Company failed to effectively administer this case and C experienced a shortfall in customer service at times. In summary the Ombudsman required the Company to maintain the previous goodwill gesture credit to the outstanding balance on the account; offer the extended payment plan; and to issue a formal letter of apology in view of the customer service issues raised.

1.33

The customer's gas meter was exchanged following which the company issued a very large and unexpected bill. The customer disputed the reading used and it was found the meter exchange had not been recorded on the system. The customer's account was passed for recovery action despite a dispute being raised on the account. The customer experienced inconvenience and incurred costs when seeking resolution to the complaint.

In resolution the company considerably reduced the balance and issued a letter of apology offering a payment plan.

1.34

C entered into a contract with the company for gas and electricity supply. However the company failed to set up the electricity account and issue a bill. C actively sought resolution to the complaint and as a result experienced inconvenience and incurred costs.

In resolution the company set up the account and issued a bill. It made a goodwill gesture in view of the customer service issues raised and the costs incurred.

1.35

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.

1.36

The Company failed to accurately administer the accounts and use actual readings taken by data collectors. The company underestimated C's usage and issued large incorrectly calculated bills. The Ombudsman considers that the Company failed to administer the account in an effective manner and C befell a shortfall in customer service.

In summary the Ombudsman requires the Company to make a goodwill gesture to the electricity account in recognition of the services failures and inconvenience caused; back-bill the gas account on the Age Concern Tariff or an appropriate equivalent rate that is available; make a goodwill credit to the gas account; maintain the offer of an extended payment plan for the accounts taking into account C's ability to pay; issue up to date revised statements for the accounts showing payments received and credits applied to the account; and to issue a formal letter of apology in recognition of the poor customer service, administration failures, inconvenience and costs C incurred when seeking resolution to the complaint.

1.37

C agreed to transfer to a new company. The losing Company confirmed C had been charged at the wrong tariff rate. It agreed to correct the charges and issue a refund. On

this basis, C cancelled the transfer to a new Company, but did not receive a refund, or amended bills.

The Company confirmed C had been on the correct tariff, but had been misinformed about the rate at which the fuel would be charged. It apologised to C and offered C the opportunity to change to a new lower tariff.

1.38

C complained to the Company about the billing of the account. After a period of dispute it was established that the tariff charges were incorrect, and this was corrected. However, this still left an outstanding balance which C continued to dispute.

The remaining charges related to previously unbilled price increases. These appeared to be more than one year old. In resolution, the Company was required to send a letter of apology, review C's bills, cancel all outstanding charges over one year old, make a further goodwill credit in consideration of the poor customer service received, ensure any adverse credit was removed, and contact C with the offer of a payment plan.

1.39

C asked for a prepayment meter is replaced with a credit meter. The Company did this, but C was unable to pay the first bill. The Company agreed to defer payment until the next bill was produced. C made a part payment towards the account balance on receipt of the next bill. However, when a further bill was issued, C disputed the charges and did not pay. The Company passed the account to a debt collection agency and C complained. The Company arranged for the accuracy of C's meter to be tested and the test found no fault with the meter. The Company maintained the charges, but C was unhappy. The Company replaced the credit meter with a prepayment meter and set the meter to collect the debt at the lowest rate possible. However, C remained dissatisfied with the way the Company had dealt with the complaint.

The Ombudsman could find no evidence the Company had acted incorrectly. The Company was required to maintain its offer of a small credit as a goodwill gesture in consideration of the call costs C had incurred, and a missed appointment.

1.40

C received a larger bill. The Company explained that a meter reading agency had not been appointed to C when the account was opened, so bills had been based on estimates. When a meter reading agency was appointed, and an accurate reading was obtained, a large bill was produced, as previous estimated bills had been too low. The Company offered to reduce the balance as a gesture of goodwill and arrange an extended payment plan. C was unhappy with the offer.

The Ombudsman considered the delay in obtaining an accurate reading to be reflective of poor customer service. However, it was noted that C had not provided an accurate

reading even though bills had been clearly marked as estimates. The goodwill gesture and payment plan offered by the Company were considered to be reasonable in consideration of the delay. However, in consideration of the fact C's meter had not been inspected, and that C had received some conflicting information, the Company was required to apply a further credit as a gesture of goodwill and maintain its offer to arrange an extended payment plan or install a prepayment meter.

1.41

C had a prepayment meter and when the Company changed it for a card meter a final bill was produced which showed that the account was in debt. C raised this with the Company and it confirmed that the bill was correct. C was unhappy and wrote to the Company. The Company acknowledged the complaint and offered a reduction.

The Ombudsman concluded that the Company had billed C correctly but that there was a shortfall in customer service as it had failed to recalibrate the meter in a timely manner and awarded a further credit to C.

1.42

C received estimated bills for a period of four years and then received a large catch up bill. The Company advises it has awarded a gesture of goodwill in recognition of this.

The Ombudsman found that Suppliers are required under their licensing conditions to read a meter at least once every two years. This had not happened. It was also found the readings that had been taken had not been used by the Company. The Company was required to back bill C for a period of two years only, offer a payment plan to pay the outstanding balance off and apologise for any inconvenience caused.

1.43

The Complainant contacted the Company as a high bill had been received for electricity. The Complainant discussed the options and set up a direct debit. The Complainant thought that the direct debit option was for both gas and electricity and realised some time later that a large debt had accrued on the gas account. The Complainant contacted the Company and it explained that it had received no payments for some time. After discussions a new account was created for both gas and electricity. This account was reassessed and the Complainant was not satisfied with the new payment and contacted the Company. The company offered payment plans to the Complainant and also two goodwill gestures. The Complainant rejected these offers and reached deadlock with the Company. The Ombudsman investigated and found that the Company had sent information by letter to the Complainant and had clearly stated that the direct debit was for electricity only and had sent bills and reminders for the gas account correctly. Whilst it was regrettable that the gas account fell into arrears the investigation considered that the Company could not be held responsible for this. The investigation concluded that the offers that the supplier had made in this case were appropriate and required it to maintain these offers. No further remedies were required from the Company.

1.44

C was incorrectly billed by the company using a four dial meter instead of a five dial meter over an extended period of time despite receiving actual meter readings from data collectors. C received an amended bill showing back dated charges to 2003. C complained. The company had applied the Billing Code and waived charges over 12 months old. C was not satisfied with this and was unable to pay the amount required over the repayment period offered by the company.

The Ombudsman considered that the company had applied the Billing Code correctly but required an additional goodwill gesture for a failed call back. The company was also required to provide an extended repayment period that took C's ability to pay into consideration.

1.45

C complained that company sent it a large bill. Company explained that it had incorrectly setup C's account by placing C on an incorrect tariff and setting the Direct Debit too low. The company made a goodwill payment proposal, but this was rejected by C.

The Ombudsman required the company provide C with an apology for causing inconvenience and apply an increased goodwill credit as a goodwill gesture; writes to C and advise how arrangements could be made to have the meter exchanged; and to offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off.

1.46

C used the same company for gas and electricity. C complained that the company had wrongly recorded that there were two electricity meters at the property. The company took several months to establish the correct details, by which time C claimed that both the electricity and gas accounts were incorrect. C wanted a breakdown of the gas and electricity used, the charges incurred and the payments made since the company had taken over the accounts and a recalculation of the monthly direct debit payments. C also wanted an apology and compensation for the costs and inconvenience caused. In its submission to the Ombudsman, the company accepted that there had been unacceptable delays and proposed a solution which the Ombudsman required it to implement as it has been decided that it satisfied all elements of C's requested resolution and was reasonable in the circumstances.

1.47

Domestic Customer – Incorrect exchange meter fitted and late bills.

The company carried out an incorrect meter exchange and as a result the complainant was placed on an incorrect tariff. The complainant complained to the company and the company promised to rectify matters. However, there were delays in this and the complainant either did not receive or was sent inaccurate bills. The company repeatedly told the complainant that the matters would be resolved within a given time frame but they simply were not. The complainant complained to the Ombudsman.

The company told the Ombudsman that since the complaint had been made the matters had been resolved. The meter had been exchanged to one for the tariff the complainant wanted and the complainant had been sent accurate bills. The company accepted that there had been unacceptable delays in dealing with the matters and it offered to make a goodwill gesture to the complainant to redress them.

The Ombudsman was satisfied that the complainant's concerns had now been rectified and came to the conclusion that the goodwill gesture the company had offered was a fair and proportionate one to make. The Ombudsman concluded the case by directing the company to maintain the goodwill gesture it had offered to the complainant.

1.48

C was advised their account was in credit and they received a refund. C then received a large bill. The Company explained that C's account was in credit but their bill had not been produced, which would have been offset against the credit. The Company apologised for the error and offered a goodwill payment, which C declined. C experienced a poor level of customer service.

The Ombudsman found the error to be regrettable and considered this would have caused C inconvenience. However, the charges on the account related to C's consumption and the Ombudsman considered C should remain responsible for the charges. The Ombudsman welcomed the Company's goodwill payment and required to fulfill its offer. The Company was also required to write a letter of apology and make a payment arrangement with C.

1.49

C had energy service with Company. The C claimed that Company had transposed C's energy charges so that day and night payments were reversed. C made complaints to Company, but the Company did not check the meter.

The Ombudsman required that the SP arrange a site visit to check if the meter was transposed. It required the Company to re-bill C if this was the case. It also required a goodwill payment and written apology to C for the inconvenience caused.

1.50

Following a divorce C took over the gas and electricity supply. The company continued to send bills in the wrong name and on occasion in the name of someone who had not

lived in the property in the previous 20 years. C made attempts to have the account name changed but continued to receive bills in other names. Some payments were sent to the wrong account. The company transferred the payments and the gas account issue was cleared. C then received a large bill for the electricity account and changed company. The gas supply would not transfer.

The Ombudsman considered that the gas issue had been resolved and the company was to allow the transfer to the new company. It was considered that there had been issues due to a number of accounts and names relating to the property. The company was to review the accounts and ensure all transfers, payments and bills related to C. It was to apologise, make a goodwill payment on the electricity account, hold any debt collection activity and offer a twelve month repayment plan for the outstanding amount.

1.51

C transferred suppliers and settled C's final bill. Several months later C received a letter from a debt collection agency with reference to a final bill from the Company. C contacted the Company and was informed the final bill was recalculated in accordance with a final meter read and they were sent emails about the outstanding arrears.

The Company states there was a system error which prevented C from receiving bills and reminders. The Company offered a goodwill payment which was later increased. C paid part of the bill they thought they would be responsible for due to underpayment previously. The Company did not accept this.

It was recommended the Company is to increase its goodwill payment, send a letter of apology and ensure there is no adverse affect on their credit file.

1.52

C received a bill showing the gas account to be in credit. C contacted the company and asked for this to be refunded by cheque. The company issued this cheque however C later received a letter explaining the Direct Debit payments would be increased by a large amount. The company explained that the refund should not have been given as the bill did not contain charges to date. It also advised that previous bills had been based on estimated readings and this had contributed towards the large balance. C continued to complain however the company maintained that all charges were correct.

The Ombudsman concluded that the company should not have issued the refund and that this should have been explained to C. It also appeared that a reading that had been taken had not been used to bill the account again contributing to the balance. The Ombudsman required the company to issue an apology, offer a goodwill payment for the misinformation, the failure to use the reading and for the distress caused and to offer a suitable payment plan taking into account C's ability to pay.

1.53

Complaint related to the notification of price increases and the use of estimated meter readings. C believed they had not been notified of price increases and the SP had only based its bills on estimated reads only. As a result C had a large bill.

Ombudsman found that C had not received the notification letters. C was responsible for making the necessary payment on C's account. SP provided an extended payment plan

6.0 Billing - Inaccurate Meter Reading

6.1

C moved into a rental property. C provided an opening reading. C's supply was erroneously transferred to another company and C's original Company issued a final bill. C's supply transferred back to the original Company, but the meter readings the Company received were lower than the reading it had used to close the account when C's supply erroneously transferred away from it. C complained that no bill had been received. The Company confirmed it needed to amend the readings on the account and re-agree them with the other Company. However, it did not take prompt action and although C continued to request a bill, no bill was issued.

The Ombudsman accepted the Company was not at fault for the erroneous transfer and that new meter readings had to be re-agreed. However, it was considered the Company had not take prompt action to resolve the issues on the account or kept C informed. The Company was required to make a small payment as a gesture of goodwill, make arrangements for the meter readings to be re-agreed and issue a correct bill. It was also required to keep C updated about the progress being made to update the account and to withdraw charges for usage more than 12 months old on the date a correct bill was generated, in line with the Code of Practice for Accurate Bills.

6.2

C supplied actual meter readings but received a bill based on estimated readings. C complained. The Company explained that although the most recent meter readings it had obtained had been used to bill the account, it had received C's meter readings for the price change date too late and was unable to override its billing system. C was unhappy with this response and considered the Company had overcharged due to the use of estimated readings on the price change date. The Company agreed to refund the difference to C, but did not credit the amount to the account. In addition, as no payment was received, the Company passed the account for debt collection. Late payment charges were applied, which C disputed. C remained unhappy with the way in which the Company had dealt with the complaint.

The billing system used by the Company was considered to be a commercial decision and therefore outside of the Ombudsman's remit. It was also noted that C had not sent the meter readings to the Company until some time after the price change date. C was

deemed to be responsible for payment of the charges to the account. The Company's offer to refund the difference in charges was considered to be reasonable. However, its failure to respond promptly to C's complaint and apply agreed credits was considered to be indicative of unsatisfactory customer service. The goodwill gesture made by the Company was deemed reasonable and no further award was required. However, it was required to confirm the credits had been applied to the account and provide a breakdown showing how the current balance had been calculated.

7.0 Billing - Incorrect Account Details

7.1

C received a bill and disputed the charges. A Meter Operator inspected the meter and stated that the meter was not registered. C received another bill which showed a large debit balance, even though C's Direct Debit payments had increased.

The Company confirmed C's meter details had been crossed with another property. It agreed to arrange a site visit to obtain the correct meter information, update its records and provide a named contact for C until the issue was resolved.

10.0 Billing - Missing Payment

10.1

Company made a forced entry into C's home and replaced the credit meter with a prepayment meter. The debt and warrant fees were added and this debt was set on the meter. When C arrived from hospital it was discovered that the lock and door had been damaged. C complained about this and about having no gas. C complained to Company over a nine month period about having no gas. Despite Company's attempts to issue gas card and emergency credit this was not done due to system and administration problems. SP advised the Ombudsman's Office that it would try and amend the account and re-instate C's gas supply.

The Ombudsman found that C had received a shortfall in service levels on a number of occasions and was of the opinion that Company had failed to meet its Guaranteed Standards on a number of occasions. The Ombudsman required company to provide an apology for poor customer service levels and in recognition provide goodwill payment ; to clear the outstanding balance on the prepayment meter as a goodwill gesture; to make arrangements for the address to be corrected to; to make immediate arrangements for gas to be supplied to C and issue C with a gas card; and If there were any problems with the account setup, C was to be advised what these were, how long it would take to resolve them and what action was required from C if any.

11.0 Billing - No Bill Received

11.1

C queried the charges shown on the gas and electricity accounts. C also complained that the Company had not sent a bill for over 12 months. The Company provided a summary of the account and an up to date bill. C was unhappy with the explanation and the Company provided further clarification. C remained unhappy with the response. The Company issued a deadlock letter.

It was unclear if the Company had sent bills on a regular quarterly basis. It was required to issue up to date statements and confirm regular bills would be issued in future. The Ombudsman was satisfied the Company had addressed some of the queries raised by C. However, it was considered that it had not adequately demonstrated how the charges on the account had been calculated or that the charges were correct. The Company was required to apply a credit as a gesture of goodwill, trace any payments C had made, if C provided evidence of them and explain how the current balance on each of the accounts had been calculated.

13.0 Billing - Payment Method

13.1

C's pre-payment meter was exchanged and the Company calculated a debt on the old meter. This debt built up as a result of the old meter not being updated with tariff changes. After C complained, Company agreed to clear the debt. However, C had already paid the debt to a debt recovery agent and some of the debt had also been collected by C's new pre-payment meter. Company claimed to have credited back that overpayment but C wanted statements of account to prove to him that C's account was in order. Company was unwilling to provide the accounts as C requested. C also complained about a lack of customer service when C was pursuing this complaint.

The Ombudsman was of the opinion that Company should produce a full account for C. The Ombudsman also felt there had been a shortfall in customer service and required company to apply a credit to C's account.

14.0 Billing - Quality of Customer Service

14.1

C requested the Company to take over their supply. However, the supply remained with the previous company. The Company discovered that the supply numbers that had been registered were incorrect and therefore the supply number did not relate to the

correct property. The Company had, in error, taken over the wrong supply. The Company refunded C's payments but failed to cancel the Direct Debit and further payments were taken. C incurred bank charges which the Company offered to refund. C experienced a poor level of customer service. The Company made a goodwill offer.

The Ombudsman considered that the initial error with registering the supply numbers may not have been an error made by the Company. However, the Ombudsman was of the opinion a shortfall in customer service had occurred. The Ombudsman required the Company to refund the bank charges on receipt of confirmation of those charges and increase its goodwill payment. The Company was also required to write a letter of apology.

14.2

C complained that the Company failed to read C's meter and so C transferred supply to another company. C then received a final bill which C disputed. The Company informed C that it had billed C to the final reading provided by new company and advised C to approach new company to dispute the final reading. C remained unhappy with this and requested that the Company remove the outstanding balance. The Company confirmed it had read C's meter within the stipulated two years. The Company said that it was unable to amend the final bill until the new company informed it of an amended reading. This was finally received and the final bill was amended accordingly.

The Ombudsman said that the Company could not be blamed for providing C with an inaccurate final bill as it was reliant on the new company to provide the final meter readings. Once the amended reading was received the Company then amended the final bill. The ombudsman could find no evidence of a shortfall in customer service and requested no further action.

21.0 Transfer

21.1

C received confirmation from the Company that the energy supply at C's address was to be transferred to it. However, C had never agreed to this and also found that the name of the account holder was not C's. C complained to the Company and it agreed to transfer C back to the original Company. However, C continued to receive correspondence in the other person's name.

For investigation, the Company provided a copy of the signed contract. However, this was not clear and it was also apparent that the named account holder (and signature) was not that of C's. In addition, the Company had provided no evidence to suggest it had investigated the complaint, thus breaching the Code of Practice for Marketing. The investigation was satisfied that C had not agreed to the contract and that C had experienced several shortfalls in customer service. Therefore, it was proposed for the

Company to confirm C had now been transferred back to the original Company and also provide C with a direct goodwill payment and apology.

33.0 Transfer - Request not Actioned

33.1

The Company informed C the supply was to be transferred to a new company. C contacted the Company to query this and was advised it would arrange for the supply to stay with it. However, C's supply was transferred. C contacted the new Company, and it confirmed the supply had been transferred back to C's original Company, even though the original Company told C this was not the case. C complained to the original Company several times. It agreed to confirm the supply was back with it and bill C's account from the meter reading C provided, as a gesture of goodwill.

45.0 Sales - Erroneous Transfer

45.1

C transferred the gas supply to Company but it failed to set up an account. The supply moved away from Company in error and was returned as an erroneous transfer several months later. As C did not receive a bill from Company for over a year, it made an adjustment to the account in line with the billing code it supports. Company also applied an additional goodwill credit.

The Ombudsman was of the opinion that C had received a shortfall in customer service. The Ombudsman considered Company's insufficient and required an increased goodwill credit, an apology and a payment plan for the account that takes C's ability to pay into consideration.