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1.0 Billing

1.1

C provided a meter reading on the date of the transfer however due to an administration error the Supplier failed to use this reading. The Supplier failed to correct its error in a timely manner and provide an accurate set of accounts. C has suffered inconvenience as the previous supplier sought collection activity from a debt collection agency.

The Ombudsman concludes the Supplier failed to provide an adequate level of administration and customer service on this case. She considers the Supplier's previous goodwill gestures were a reasonable settlement to the complaint.

In summary the Ombudsman requires the Supplier to issue a formal letter of apology and provide an assurance that it has now completed its actions to amend the accounts

1.2

The supplier failed to use C's meter reading to open the account and charged C for a period prior to the beginning of the tenancy agreement. On payment of the account the supplier credited the Occupiers account prior to C's start date. The supplier failed to address C's letters of complaint or to try to resolve the complaint.

The Ombudsman consider the supplier failed to provide an adequate standard of service. In summary the Ombudsman requires the supplier to ensure that all payments made to the Occupier account were transferred to C's account and remove the excess charges generated for non-payment of the account; make a goodwill gesture in light of the customer service issues raised and costs incurred; and issue a formal letter of apology with an assurance the account has been recalled from recovery action and C's credit history has not been adversely affected.

1.3

The supplier failed to provide an explanation to C's billing enquiries prior to the complaint being registered with the Ombudsman's office. The supplier failed to fully address the complaint in its responses to C's letters. The Ombudsman considers the supplier failed to administer the account and provide information when requested. The supplier failed to provide an adequate level of customer service in its management of the account and complaint. In summary the Ombudsman requires the supplier to make a goodwill credit to the account in light of the costs and inconvenience C incurred when seeking resolution to the billing enquiries and issue a formal letter of apology in recognition of the customer service issues raised.

1.4

C moved house and provided a meter reading in order for the supplier to calculate a final bill. The supplier failed to action C's request despite C actively seeking resolution to the complaint. The Ombudsman concludes the supplier failed to provide a satisfactory standard of administration on the account. C experienced a shortfall in customer service.

In conclusion the Ombudsman required the supplier to withdraw the final balance on the gas account; make a goodwill gesture by cheque in recognition of the costs of chasing the company; and to issue a formal letter of apology including confirmation that the account is closed with a nil balance.

1.5

The supplier failed to update the meter exchange on its system and continued to bill C on the old meter rate. The supplier passed the account to its debt recovery agency and threatened disconnection and legal action in error. The supplier's failure to update the system meant the complaint became protracted. The Ombudsman notes C actively sought updates and chased progress by telephone and letter to no avail. C experienced a shortfall in customer service.

In summary the Ombudsman accepts the supplier has completed the update on its system and has offered a reduction in the bill. However she requires the supplier to make a further goodwill credit in light of the inconvenience and costs incurred; and to issue a formal letter of apology for the customer service issues raised, including provide a written confirmation that C's credit rating has not been adversely affected by its actions.

1.6

C complained that the Supplier was billing for an address additional to that at which C lived. The Supplier acknowledged the error and promised to resolve the problem. However, the billing continued and the outstanding balance continually increased. C made many complaints and the Supplier offered a small sum as a gesture of goodwill. However, the Supplier failed to act on its promises to correct the billing error.

The Ombudsman was of the opinion that the incorrectly addressed bills had been sent to C as a result of an error by the postal service rather than anything the Supplier had done. The Supplier could not be held responsible for the delivery of a bill to C which did not bear C's name or address. However, the Supplier acknowledged some customer service shortfall and issued a small goodwill payment. Further investigation revealed that C owned the property that the bills should have gone to and the debt was valid. Therefore the Ombudsman did not require further action of the Supplier.

1.7

The supplier did not read C's meter for five years. C received a bill for charges considerably in excess of previous bills. The supplier confirmed this was due to it having under estimated C's usage for the previous year. C disputed the charges and considered the supplier's assessment of energy consumption to be high. The supplier applied a credit as a gesture of goodwill, but considered C was liable for the remaining balance.

The Ombudsman considered the supplier's failure to read C's meter to be reflective of a shortfall in customer service but concluded that the credit the supplier had applied as a gesture of goodwill was reasonable. The meter readings provided by C suggested C's electricity usage had increased significantly for almost a year, then decreased again. There was insufficient evidence available to explain the reasons for this, but C was considered to be liable for the outstanding charges. However, it was noted the supplier had also failed to respond to C's letters and had provided C with incorrect information. The supplier was required to send a letter of apology, apply a small goodwill gesture and provide C with the opportunity to arrange a payment plan.

1.8

The supplier used an incorrect reading when exchanging C's prepayment for a credit meter. The supplier issued a large bill that was not due. On receipt of the correct reading the supplier failed to correct the account and passed the inaccurate debt for recovery action. The supplier failed to take ownership of the complaint and the matter became protracted. The Ombudsman considers this case was poorly administered and C suffered a shortfall in customer service.

In summary the Ombudsman requires the supplier to make a goodwill gesture; ensure the account is recalled from debt recovery action; and issue a formal letter of apology, including an assurance this matter has not affected C's credit rating.

KEYWORDS BILLING METER EXCHANGE INCORRECT READINGS request not actioned

1.9

The supplier incorrectly billed C by using an inaccurate reading from a very old dial meter. C repeatedly requested a new meter and explanations of the large bill to no avail. C actively sought resolution to the complaint incurring costs and experiencing further inconvenience. Had the supplier addressed C's issues from the outset the billing issue could have been avoided. The supplier did agree to change the meter.

In summary the Ombudsman consider the supplier failed to provide an adequate level of customer service and in acknowledgement requires the supplier to make a further goodwill credit and issue a formal letter of apology.

1.10

C complained that the supplier sent an incorrect final bill before they transferred to a new service provider. C complained but the supplier initially failed to respond. The supplier then investigated C's complaint, found that it had used the correct information when producing its final bill and that no further action was required.

The Ombudsman concurred with the supplier, but required it to make an apology for the confusion and a shortfall in customer service over the advice provided by its advisors and for the lack of a response to C's letter. C was also awarded a small goodwill gesture.

1.11

The supplier failed to transfer C's gas supply to its provision in a timely manner due to inaccurate record keeping that delayed the processing of the application. The supplier took over the supply of the gas however has failed to set up an account. C had not been able to make payment for the service for over six months. The supplier offered a payment plan and a reduction in the bill in recognition of its service failure.

The Ombudsman considers there was a shortfall in customer service at times on this case. In summary the Ombudsman requires the supplier to set up a gas account and a direct debit and notify C accordingly; reduce the bill by 25%; offer a payment plan in view of C's ability to pay the outstanding balance on the account. The supplier is to make a goodwill credit in acknowledgement of the customer service issues raised, inconvenience and costs C incurred when seeking resolution to the complaint and it is to issue a formal letter of apology.

1.12

C received a bill for five years' backdated charges. The supplier confirmed that although correct meter readings had been provided, it had ignored the readings and continued to issue bills based on a one rate, instead of a two rate meter. It applied the backdated charges when it updated its records. C disputed the charges and the supplier offered a reduction of the bill as a gesture of goodwill and a repayment plan. C was dissatisfied with the offer.

The supplier's failure to accurately update its records or register the meter readings it received was considered to be indicative of a significant shortfall in customer service. It was required to recalculate and apply the backdated charges for two years only and maintain its offer of a repayment plan. A further credit as a gesture of goodwill was also required due to the difficulties C had experienced contacting the supplier and the supplier's failure to provide promised call backs.

1.13

The supplier failed to administer the accounts on this case and provided inaccurate bills despite C providing meter readings regularly each quarter. The Ombudsman concludes after several attempts the supplier corrected its billing errors however C experienced inconvenience and incurred costs when seeking resolution.

In summary the Ombudsman requires the supplier to make a goodwill gesture in recognition of the poor administration, inadequate level of customer care, and costs C incurred when seeking resolution to the complaint and issue a formal letter of apology.

1.14

C complained that billing by the supplier was not provided in the manner it was supposed to. C complained and the supplier made several assurances that the problem would be resolved. However it was not resolved. When C was provided with bills C complained of being on the wrong tariff. The supplier investigated this and found C was charged correctly, but had been misadvised.

The Ombudsman considered C had had poor customer service from the supplier, but the apology and goodwill gestures previously provided were adequate.

1.15

C received a final electricity bill from the supplier which showed an outstanding balance even though C had a pre-payment meter. The supplier explained that as C's meter had not been updated, the charges were in respect of price rises that had occurred, but which had not been reflected on the meter. C disputed the charges. The supplier applied a credit to reduce the balance as a gesture of goodwill, which C considered to be inadequate. C requested that all charges be removed. C also complained the supplier had failed to refund a credit balance on the gas account.

The supplier's failure to update C's pre-payment meter was considered to be reflective of a shortfall in customer service. It was considered C would have been aware of price increases and that the meter had not been recalibrated to reflect these. However, the supplier's the available evidence did not show the supplier had informed C of price increases at the time they occurred and it was considered C may not have been aware of the debit accruing on the account.

The supplier was required to send a letter of apology, apply a further credit as a gesture of goodwill in respect of the charges C had incurred trying to resolve the complaint and the shortfall in customer service C had experienced. It was also required to confirm that, to date, C's credit rating had not been affected, provide C with an explanation of the charges and refund any credit balance on C's gas account.

1.16

C complained that a default was made on C's credit history despite a payment plan being in place. The Ombudsman noted however C failed to maintain repayments and

the default was correctly registered. The supplier withdrew the default and credited the outstanding balance in goodwill in settlement to the complaint. C continued to complain as a loan had been rejected due to the default. The Ombudsman concludes no further action was required by the supplier as C agreed to the loan despite being offered the reorganisation fee of applying for the loan after the default had been removed.

The supplier failed calculate C's initial bills due to problems with meter readings. The supplier corrected its calculations and then set up a direct debit instruction. However this instruction was set up too low and C accrued arrears. The Ombudsman accepts the supplier delayed and offered the equivalent of six months payments which she considers is reasonable settlement to the complaint. In light of the costs C incurred when seeking resolution to the complaints the supplier made a goodwill gesture.

The Ombudsman concludes there has been a shortfall in customer service in the handling of this case.

In summary the Ombudsman would requires the supplier to ensure the goodwill credit has been applied in addition to the payment in recognition of the contact costs incurred and make an additional goodwill credit in light of the poor customer service demonstrated on this case and the inconvenience caused.

1.17

The supplier failed to administer its accounts accurately and C's expectations were raised when a large credit refund was promised. C wrote cheques in advance against this promised refund and incurred bank charges as a result. The Ombudsman consider the supplier failed to administer the account correctly and use the correct meter details. On the statement summary in question, it is apparent C had not been charged for gas usage for over a year. The Ombudsman considers this a service failure. The Ombudsman considers the previous goodwill offer made to C was very generous.

In summary the Ombudsman requires the supplier to maintain its previous offer of goodwill gesture.

1.18

C complained that the supplier added a charge when a change was completed to their account. The supplier investigated and justified the charge, but offered to reduce the outstanding balance. This was initially rejected by C.

The Ombudsman considered the offer by the supplier was generous; it was required to complete the offer made previously and confirm the remaining balance in writing.

1.19

C changed to the supplier's provision however there was an error when setting up the account and a refund was provided to C that was not due. The supplier settled the

complaint by crediting the months. The supplier failed to set the DD instruction high enough this causing C to generate arrears on the case. Other factors such as increased usage and price rises also affected the amount of arrears and the supplier missed several opportunities to review the payment plan. The Ombudsman considers the supplier failed to provide a satisfactory standard of administration and customer service on this case.

In summary the Ombudsman requires the supplier to send an engineer to check the meter is working correctly;

On receipt of C's meter reading, calculate the charges for the period; make a goodwill gesture equivalent to 50% of the outstanding balance on the account; undertake a review of the DD installment payment plan; and issue a formal letter of apology in recognition of the customer service issues raised.

1.20

C complained that the supplier wanted to charge them arrears after it discovered a mistake had been made in its billing for several years. The supplier investigated and found that it had made an error, recalculated C's bills and offered a payment plan for the whole period.

The Ombudsman considered the period was too long, requiring it to be reduced by a year. The supplier was also required to make an apology for a shortfall in customer service, recalculate C's account for the arrears over the shorter period, consider applying its offer of a payment plan and make a goodwill payment for the long standing error and inconvenience.

1.21

C's meter was exchanged however the meter operator failed to advise the supplier of this action and provide the relevant meter details and readings. C disputed the usage the supplier estimated yet there is no evidence that this matter has been resolved. The supplier failed to resolve this matter and the account was poorly administered and appointments were not kept. The Ombudsman considers the supplier failed to provide an adequate level of customer service and C incurred costs when seeking resolution to the complaint.

In summary the Ombudsman requires the supplier to ensure the old meter is fully closed on the system and investigate if any refund is due for the period that the old meter remained showing as in use. The supplier is to investigate whether the new meter was reset from 00000 from the effective date, as C's recent reading shows exceptionally high level of usage in comparison to historical usage. Investigate if the meter is accurately recording C's usage and on issue of the bill apply a 10% reduction. The supplier is directed to make a goodwill payment in recognition of the customer service failures, costs incurred and in recognition of the missed appointment. The supplier is to offer a payment plan if C should require one and issue a formal letter of apology.

1.22

The supplier failed to set up C's electricity account. C complained but failed to receive a response. After several months, the supplier set up the account, but C disputed the charges on the account and requested a bill based on an accurate meter reading, which the supplier failed to provide. C transferred to another provider.

The supplier confirmed it had not taken reasonable steps to set up C's account or respond to C's complaint. However, it confirmed an accurate reading had been obtained and an amended final bill issued to C.

The Ombudsman considered the supplier's failure to set up C's account or investigate C's complaint to be indicative of a shortfall in customer care. However, C was considered responsible for payment of charges relating to actual usage. The supplier was required to maintain its offer to apply a credit equal to the call charges C had incurred trying to resolve the matter, apply a credit as a gesture of goodwill for the shortfall in customer care and, if applicable, refund any outstanding credit balance on the account.

1.23

C transferred to the supplier. However, on contacting the supplier, C was advised that the transfer had not been successful. 16 months later, C received a bill for backdated electricity charges. C contacted the supplier and it was established that the meter serial number was incorrect. The supplier recalculated the bill but C disputed the charges. C transferred to another supplier.

The supplier confirmed the erroneous meter serial number had resulted in a delay in setting up C's account and sending out bills. It recalculated C's bill and offered to reduce the final amount by 10%, apply a credit and arrange a payment plan as a gesture of goodwill. The Ombudsman considered the supplier's offer to be reasonable and required it to be maintained. However, it was noted that the supplier had failed to respond to C's letters or investigate C's complaint. Therefore, the supplier was required to send a letter of apology and provide an additional credit as a goodwill gesture in respect of the shortfall in customer service.

1.24

C applied for a capped price deal for both gas and electricity services. However the supplier failed to administer the account correctly and C's electric account was not registered on the correct tariff. C was over charged and despite chasing the supplier for resolution of this matter it failed to take the appropriate action. The Ombudsman concludes there was a severe shortfall in customer service and administration on this case.

In summary the Ombudsman requires the supplier to recalculate C's electricity bills since registration tariff; ensure that C's gas bills remain on the capped fixed rate set at the correct rate; provide statements for the gas and electricity accounts respectively and a

letter of explanation including a full statement of payments received and details of any overpayments made and credits refunded; make a goodwill payment in recognition of the customer service issues raised; issue a formal letter of apology.

1.25

The supplier failed to set up the accounts using accurate meter readings and offer a payment plan for the arrears when it changed the meter system for the gas and electric services. The supplier assured C it would set up a DD instruction but failed to do so and the case became protracted.

In summary the Ombudsman requires the supplier to issue an accurate bill using the readings provided by C; arrange a payment plan for the arrears; update the electric meter as necessary; set up a DD instruction as C's preferred method of payment; make a goodwill gesture in recognition of the customer service issues raised, the costs C incurred when seeking resolution to the complaint, in recognition of the missed meter reading appointment and the credit previously promised; and issue a formal letter of apology and a detailed letter of explanation as to why the case has taken so long to resolve.

1.26

C complained that the Supplier had overcharged for units used. The Supplier checked the billing and confirmed to C that the calculations were correct. C could not agree with the Supplier's claim and sent letters of complaint. The Supplier responded to the letters but was unable to satisfactorily explain to C why the bills were correct.

The Ombudsman noted that the Supplier had charged correctly but that the bill format had changed resulting in the confusion regarding the different levels of billing. However, the Supplier had not explained this to C. The Supplier was required to issue an apology for the failure to simply explain the change of format and also to issue a small goodwill credit for the shortfall in customer care.

1.27

The supplier took over C's two electric meters and failed to set up the account and issue bills for over nine months, despite C actively pursuing action and providing meter readings and DD details. The Ombudsman considers the supplier failed to provide a satisfactory level of customer service.

In summary the Ombudsman requires the supplier to provide a letter of explanation of the set up date of the account; on receipt of the account balance close the account. The supplier is to confirm that 10% was taken off the bill; provide a goodwill credit towards the cost of telephone calls and correspondence; and issue a formal letter of apology.

1.28

C complained the supplier failed to bill the account at the price protection rates' reviewed the account however failed to provide a full refund. In summary the Ombudsman requires the supplier to credit the electricity account with the amount to cover the period which has not already been billed at the correct rate and a letter of apology including an assurance that the account is now being billed at the correct price protection rates for both electricity and gas.

1.29

The supplier failed to advise C of an increase in tariff price and without knowing an undercharge was generated. The supplier pursued C for payment through the prepayment meter however then agreed to clear the balance in goodwill. The Ombudsman accepts this as a generous settlement to the complaint and in addition requires a letter of apology.

1.30

C complained that the supplier had incorrectly charged for electricity used at a previous address. C was unable to provide a final reading due to a complication with the meters at the property. However, the supplier failed to read the meter despite requests from C. C sent letters of complaint and made many calls. The supplier reimbursed the cost of calls but C claimed that the supplier did not resolve the billing issue.

The Ombudsman was of the opinion that the supplier had acted reasonably in respect of the customer service issues but that it had failed to carry out a test on the meter to confirm the accuracy of the readings. The supplier was required to arrange a meter tests and to issue an apology to C. However, the reduction in the balance was considered to be sufficient to address the customer service shortfall.

1.31

C had an outstanding due to being underestimated for a period of 20 months. The supplier offered a 35% reduction on the account and a repayment plan over 3 years. C remained unhappy with the amount of compensation offered.

In summary the Ombudsman requires the supplier to confirm the balance of the period of undercharge was reduced by 35%; maintain the offer of a payment plan over three years; assess the usage and reset the monthly payment schedule accordingly; and issue a formal letter of apology.

1.32

C complained that that a promised refund was not completed. C complained but the supplier failed to take the necessary action. Instead it cancelled the refund and levied a

new charge, which it was unable to substantiate. The supplier later contacted C, following the referral to the Ombudsman and offered a resolution. This was to complete the full original refund, make a further goodwill gesture and cover expenses.

The Ombudsman considered this to be appropriate and required these steps be completed, along with a written apology for the poor customer service and to ensure its actions have not affected C's credit rating.

1.33

C complained that the supplier maintained billing with aggressive debt collection letters, after an account was settled. The supplier investigated and found that the account was cleared, but as C remained responsible for it there would be bills sent regularly for the account.

The Ombudsman considered the supplier had not explained the situation sufficiently well and that the debt collection method was inappropriate. The supplier was required to make an apology for the aggressive debt collection letters and poor customer service confirming cancellation of the debt, including an administration fee and make a further goodwill payment as a credit to C.

1.34

C provided meter readings however the supplier could not use them as in accordance with industry set procedure it had to await confirmation from the new the supplier. The readings the new the supplier provided were different to those C provided and C disputed the charges. The Ombudsman considers the supplier acted correctly in line with industry procedure and has actively sought to resolve C's issues.

In summary the Ombudsman requires the supplier to on receipt of confirmation through Official Channels that the new the supplier agrees to amend the reading to the alternative reading, it will amend both the opening and closing meter readings on the account; credit the account with the new balance for the period; provide a written assurance C's credit history has not been adversely affected by the supplier's actions; and issue a refund by cheque.

1.35

The supplier failed to update its system following the change of a meter. It failed to set up an account and issue a statement to C in a timely manner thus causing arrears to accrue on the account. The Ombudsman concludes there was a shortfall in customer service in the handling of the case.

In summary the Ombudsman requires the supplier to reduce the outstanding balance by 20%; arrange either a twelve or a twenty four month repayment plan; investigate C's claims that two payments were collected without authorisation and provide a refund if

these payments were taken in error; make a goodwill gesture in recognition of the customer service issues raised; and issue a formal letter of apology.

1.36

C received a payment chaser from the supplier. However, C had made the payments and confirmed this to the supplier. The supplier claimed that the payments had not been received but some time later confirmed that they had in fact been applied to the account. C sent several letters of complaint, also raising queries regarding the information given during the calls to the supplier. However, C claimed that the supplier failed to appropriately address the queries made.

The Ombudsman noted that the supplier had explained why the payments were delayed and also apologised to C for the delay. Although the supplier had not responded directly to some queries the information requested was not considered to be beneficial to C. However, the supplier was required to issue a goodwill credit to C's account for the shortfall in customer service and the failure to respond to an authorised third party. A letter of apology was also required of the supplier.

1.37

C complained that the supplier overcharged on an old account when moving house. The supplier stated that C had not taken the appropriate action when moving and the bill was to stand.

The Ombudsman considered the actions taken by the supplier were correct and that C should remain liable for the debt. However, debt collection escalation was to be suspended and C's Credit Reference was to be amended when the debt was cleared. It was also required to confirm the actions taken in writing.

1.38

C complained that the supplier wanted to make a very large retrospective charge for services. C complained and the supplier reviewed the account, stating that it had been provided with necessary billing information, but it had not been used. The supplier offered to reduce the debt, but C refused the offer.

The Ombudsman decided that the supplier was not justified in making such a large demand for such a protracted period. The period the supplier was allowed to bill C for was greatly reduced and C was to be allowed a repayment plan, if desired. C was also awarded a goodwill credit for the poor customer service and account management by the supplier.

1.39

C complained that the supplier billed very late for services after an error had been identified. C complained that this was the supplier's fault and that the arrears should therefore be waived completely. The supplier investigated and offered to reduce the arrears by half, allowing a long defined period for repayment of the balance.

The Ombudsman considered the offers made by the supplier had been generous and that C could have identified the error sooner. The customer service that C also complained of was found not to have shown any significant shortfall. The supplier was recommended to complete the goodwill offers already made to C in full and final settlement.

5.0 Billing - Inaccurate Invoices

5.1

C registered on line for a discounted electricity tariff and sent a DD instruction and an accurate meter reading to the supplier. C received a bill showing usage had not been calculated at the agreed tariff rate and the opening meter reading on the account did not match the one C had provided. C contacted the supplier to complain. The supplier stated as it had not received C's DD details, C was not eligible for the online tariff. C disputed this.

The Ombudsman accepted the supplier may not have received C's DD instruction, but considered its delay in addressing C's complaint or obtaining DD details from C to be reflective of a shortfall in customer service. However, the Ombudsman considered C also had a responsibility to ensure the DD had been set up, as it was a term and condition of the contract and that C had been aware no DD payments had been taken. The Ombudsman was satisfied the supplier had recalculated C's usage on the agreed tariff and amended the opening meter reading on the account. The supplier's offer to keep C on the agreed tariff if C provided DD details was considered to be reasonable. It was noted the supplier had already applied a credit as a gesture of goodwill to C's account. However, as C had incurred a late payment charge, an additional credit was required. The supplier was also required to send a letter of apology and send C a revised statement.

5.2

C complained that the supplier had overcharged them for a service that they considered had not been used to the extent that would justify the high bills. The supplier investigated and found that transfer details from a previous supplier were incorrect. The supplier recalculated the bill, reducing it by a considerable margin.

The Ombudsman considered the supplier had delayed in taking its action, advising C to contact the previous provider, rather than agreeing the data itself sooner. There was no reason to doubt the amended balance, but an apology and a goodwill payment were required for the shortfall in customer service.

5.3

C complained that after the supplier resolved a previous complaint, it later refused to implement the settlement. The supplier investigated the complaint and found that there had been confusion by C over the arrears outstanding. The supplier offered an additional goodwill payment, but found the deal C had agreed to was for an incorrect sum that C insisted was due to be paid.

The Ombudsman decided there was no shortfall in customer service and that the supplier had completed a more thorough review when looking at the case again, which unfortunately meant C, was due to pay more than C originally expected. No further action was required of the supplier.

5.4

C had two meters however the supplier removed a meter on request. However, the supplier failed to update its system to reflect this action. Another service provider then transferred the meter to its provision in error. On the return of the MPAN through the ET process the supplier then opened a new account, in error. The supplier sent out an inaccurate final statement. C incurred costs and suffered inconvenience when seeking resolution to the complaint.

In summary the Ombudsman requires the supplier to issue a goodwill payment by cheque and issue a formal letter of apology.

5.5

C complained that the supplier billed for arrears incorrectly. The supplier investigated and found C's new service provider had provided incorrect data. It also discovered that subsequent data, provided by C, had not been used. This had compounded the incorrect bills. The supplier offered to reduce the balance but C rejected the offer.

The Ombudsman considered C had had poor customer service from both the new service provider, but also the supplier in not using the data it has been provided with. However, the offer to reduce the arrears was considered generous. The supplier was required to make an apology for the shortfall in customer service, complete the proposed reduction for C's arrears, confirm the actions taken in writing, provide a revised invoice and maintain the repayment plan suggested.

5.6

C complained that the supplier promised a large credit was due. C requested the credit but the supplier failed to provide it, took another meter reading and would only confirm it was still investigating. The supplier investigated C's complaint and provided a revised bill. It stated the reason for the promised credit was an incorrect meter reading.

The Ombudsman required account reconciliation and if it was found that metering of C's usage was incorrect C was to have a refund of the difference between an average usage and actual consumption, from estimated charges against profile over time. The supplier was also recommended to consider upgrading C's service as originally requested and provide a repayment plan.

5.7

C complained that the supplier sent a very high bill. C complained and the supplier investigated, when it discovered C had been billed using incorrect data. When the error had been spotted it still failed to take full corrective action, resulting in a high bill and subsequent chaser letters threatening legal action. Following a complaint to the Ombudsman the supplier investigated more fully and corrected the billing error. It also offered a goodwill gesture.

The Ombudsman agreed that the goodwill payment was adequate, but required an apology and a contribution towards C's expenses. It was also to ensure no adverse credit information is passed to any Credit Reference agency or if it has C's records were amended.

5.8

C complained that the supplier maintained billing with aggressive debt collection letters, after an account was incorrectly billed. The supplier investigated and found that the account was wrongly billed. C was offered a reduction by the supplier, but C rejected this.

The Ombudsman considered the supplier had not explained the situation sufficiently well and that there had been three major errors on the supplier's part, resulting in poor customer service and incorrect bills. The supplier was required to make an apology for the aggressive debt collection letters and poor customer service and cancel a percentage of the debt, including an incorrect refund.

5.9

C complained that prices that the supplier had agreed with C were not applied and C was unable to get written confirmation of the agreed prices. C complained and the supplier investigated, discovering that the account had not been correctly set up. It took action to correct this and offered an apology for the error.

The Ombudsman decided that there had been poor customer service for C, for which an apology and goodwill payment were required as well as assurance that the prices agreed would be applied as expected. The supplier was also required to provide a recalculated bill to show the corrective action taken and the credit it has applied.

6.0 Billing - Inaccurate Meter Reading

6.1

C notified the supplier of a house move and requested a final bill. C did not receive a bill, but noticed the supplier had taken a payment by DD, which C considered to be excessive. C disputed the charges and the supplier reduced the bill. However, C considered the remaining charges were still double the amount usually paid. The supplier agreed to investigate, but failed to do so. C complained, but the matter remained unresolved.

The supplier confirmed the estimated reading used to calculate C's final bill was excessive and that it had not investigated C's complaint thoroughly. It offered to recalculate C's bill and refund any overpayments.

The Ombudsman considered the supplier's failure to issue a bill based on a reasonable final reading or investigate C's complaint to be indicative of a shortfall in customer service. The supplier's offer to recalculate C's bill was acknowledged. However, it was noted that the unit rate the supplier proposed to use for the calculation appeared higher than historical data suggested it should be. Therefore, the supplier was required to calculate the bill at a rate based on previous accurate meter readings. It was also required to refund any overpayments, send a letter of apology and make a payment as a gesture of goodwill.

6.2

C received a gas bill which included three years' backdated charges, as the supplier had issued underestimated bills during this period. C disputed the charges and the supplier applied a credit as a goodwill gesture. C was unhappy with this and continued to dispute the amount. The supplier provided C with the opportunity to arrange a payment plan, but C remained dissatisfied with the supplier's response and wanted the balance of the account cleared.

The Ombudsman noted the supplier had failed to read C's meter for three years and considered this to be reflective of a shortfall in customer service. However, it was acknowledged that C had not provided any customer readings during the period and that C was liable for payment of gas used. The supplier confirmed credits applied to C's account as a gesture of goodwill, but it was unclear how reduction on outstanding balance had been calculated so the supplier was required to clarify this for C.

6.3

C's pre-payment gas and electricity meters were exchanged for credit meters. C was advised it would take up to two weeks for the supplier to obtain the necessary information required to open C's energy accounts, set up Dads and issue bills. Despite contacting the supplier several times, C failed to receive bills and was unable to set up a DD.

The supplier acknowledged the delay in setting up C's account. It explained this was due to an issue with information provided by the Meter Operator. However, it confirmed C had received an unsatisfactory level of customer service and that no bills had been issued.

As a gesture of goodwill, it offered to monitor C's account to ensure it was fully opened, update the information held on the account, apply a discount to C's gas and electricity bills and provide C with the opportunity to arrange a payment plan. The Ombudsman considered the supplier's offer to be reasonable. However, in addition, the supplier was required to provide written confirmation that C's gas and electricity accounts had been fully opened and updated, obtain meter readings so bills could be issued and contact C to identify whether Dads needed to be set up against each account.

6.4

C's electricity meter was replaced and a final reading on the old meter was taken by an engineer. C received a bill for charges significantly in excess of the usual charges and considered the final meter reading to be incorrect. The supplier confirmed the reading it held matched the reading provided by the engineer. However, following intervention by the CAB, the supplier agreed to recalculate the due balance based on information held about C's usage. However, C failed to receive an amended bill and the supplier sent a payment reminder and a disconnection notice. C complained, and the supplier advised C the meter reading could not be changed. It applied a small credit to C's account as a gesture of goodwill in respect of the inconvenience C had experienced. C remained unhappy, but the supplier's Trust Fund applied a payment to the account in excess of the outstanding balance. However, C continued to dispute the accuracy of the meter reading and wanted a payment for the stress and inconvenience incurred.

The Ombudsman was satisfied C had not had to pay the balance of the account and that the supplier's Trust Fund had credited the account in full. It was noted the supplier had provided C with misleading information and that it had failed to adjust the reading as a gesture of goodwill even though it had informed C this would be done. The Ombudsman considered C had experienced an unsatisfactory level of customer care. However, the credits the supplier had already applied to the account were deemed reasonable and no further payment was required, although the supplier was required to send a letter of apology.

6.5

C received an unexpectedly high electricity bill from the supplier. C transferred to another supplier, and contacted the supplier to query why it had failed to take payment for electricity usage by DD for the previous year. The supplier established that C had changed from a prepayment to a credit meter, but the meter details on C's account had not been updated. It updated the meter details, but continued to pursue C for payment. C disputed the charges. The supplier agreed to apply a credit as a gesture of goodwill, but failed to do so. C received letters from a debt collection agency and the supplier pursuing payment.

The supplier acknowledged its failure to update the meter details on C's account or transfer the credit balance on the prepayment account to the credit meter account and the shortfall in customer service C had experienced. It increased its offer of a goodwill gesture, but considered C was liable for payment of the remaining balance.

The Ombudsman considered the supplier's errors to be regrettable and acknowledged the poor customer service C had received. However, the credit as a goodwill gesture applied to the account by the supplier was considered to be generous and no further award was required. The supplier was required to confirm in writing that C's credit rating had not been affected and to issue a new bill showing the credits applied to the account, the payments C had made and the final outstanding balance.

6.6

The supplier changed C's meter however failed to set the new meter at the correct rate and collected additional contributions towards a debt that did not exist. C experienced an inadequate level of customer service suffered inconvenience and incurred costs.

In summary the Ombudsman requires the supplier to:-

Investigate whether the meter is set correctly on the Price Protection 2010 rates and ensure that it is only recording C's usage and not that of the whole property;

Review the accounts from 8 August and refund any overpayment C has made based on the facts that C should have been on the Price Protection 2010 rate and she was paying initially an additional £5 per week and later £3 per week towards a debt that had been applied to the account in error;

Update the meter exchange on its records with the correct tariff;

Send a message to the meter to ensure that C is not being charged for a debt;

Make a goodwill credit in recognition of the costs C incurred and the inconvenience C experienced; and

Issue a formal letter of apology including an assurance that C is now benefiting from Price Protection 2010.

7.0 Billing - Incorrect Account Details

7.1

C complained that the supplier had charged them incorrectly after a meter was changed. C stated that the supplier failed to account for the change and continued to send bills that were incorrect. C complained to the supplier, but reported that the supplier failed to reply to any letter for several months. The supplier investigated and acknowledged there had been letters that were not responded to and that the updates on the account had been delayed, resulting in incorrect billing. It conducted a recalculation and paid C a large refund. C however, complained that the final figure was wrong as it included a charge that was added as a consequence of the previous incorrect billing.

The Ombudsman concurred with C, that the review had not accounted for all charges and that C had experienced very poor customer service. The supplier was required to make an apology for the delayed resolution and poor customer service and provide a goodwill payment.

7.2

C received a final gas bill. C had not requested this and contacted the supplier to complain. The supplier agreed to update the account, but this did not happen and the account was passed to a debt collection agency due to non-payment. C wrote to the supplier but failed to receive a reply.

The supplier's failure to update C's account, when C informed it of its error was considered to be reflective of poor customer service. It was noted the supplier had now corrected the account information. The supplier was required to send a letter of apology, confirm C's credit rating had not been affected by the issue, apply a small credit as a gesture of goodwill and confirm in writing that the account details had been updated.

7.3

C notified the supplier of a change of address, but the supplier continued to send bills to the previous address. C contacted the supplier many times and was assured its records would be updated, but the supplier continued to send bills to the old address.

The supplier confirmed C's account details had not been updated and acknowledged the shortfall in customer service C experienced. The Ombudsman considered the supplier's failure to update its records to be regrettable, but acknowledged its assurance that the accounts had now been updated.

The supplier was required to send a letter of apology and confirm in writing that C's details had been updated. It was also required to apply credit to the current balance on C's gas and electricity accounts and apply a credit equal to the credit balance from C's previous address as a gesture of goodwill, send new bills for both accounts to C's new address and open C's gas account with the meter reading it had taken two months after C's home move.

7.4

C complained that the supplier failed to complete a change of address accurately and failed to send bills correctly. C complained but the supplier did not complete the request to C's satisfaction. C complained again and the supplier failed to respond until referring the issue to the Ombudsman. However, the supplier then made a goodwill gesture and an apology.

The Ombudsman considered there had been a shortfall in customer service for C, but that the later offers, albeit belated, were appropriate. The supplier was required to

complete the offers of goodwill and make an additional goodwill credit for the shortfall in customer service for C.

C was recommended to supply the supplier with the details it requested, to avoid mistakes in setting up the account correctly at the new address.

8.0 Billing - Lack of Information

8.1

C complained that the supplier had changed payments on a Direct Debit without consulting them. C complained and the supplier states it was due to a shortfall in regular payments that led to arrears building up. C complained again that the numerous notices sent were contradictory and had inadequate explanations.

The Ombudsman considered the account had been sorted out by the supplier but it had not explained it well for C. The supplier was required to confirm its actions in writing and make an apology for the poor customer service.

8.2

The supplier failed to administer the accounts correctly and used very inaccurate estimated readings despite reading the meter on two occasions. The supplier failed to issue a bill and C had to chase the release meaning C did not receive an accurate bill for over six months. The supplier admitted this was an oversight. The Ombudsman concludes the supplier failed to provide an adequate level of administration and customer service on this case.

In summary the Ombudsman requires the supplier to review preset estimates to a more accurate level in line with C's usage, issue a specific letter of explanation that addresses C's queries and investigate if the goodwill gesture was credited to the account, if not then action this credit accordingly.

8.3

C complained that the supplier added a charge when a change was completed to their account. The supplier investigated and justified the charge, but conceded that it was not well explained to C. It offered to reduce the outstanding balance.

The Ombudsman considered the offer by the supplier was generous; it was required to complete the offer and make an apology for the poor explanation given to C previously.

10.0 Billing - Missing Payment

10.1

C received a payment reminder from the supplier. C contacted the supplier and provided proof of payment. The supplier agreed to trace the missing payment but failed to take any action and continued to pursue C for payment. C contacted the supplier several times, but the supplier passed the account to a debt collection agency. C wrote to the supplier, but did not receive a reply.

The Ombudsman considered the supplier's failure to locate the missing payment or respond to C's complaint to be reflective of a shortfall in customer service. The supplier was required to send a letter of apology, confirm C's credit rating had not been affected and that the account had been called from the debt collection agency.

10.2

C complained that the supplier requested payment for the same amount several times after it had been paid. C complained and the supplier eventually found the payment, but not before further reminders were sent. The supplier apologised and offered a goodwill payment. This was considered adequate, but the Ombudsman required confirmation for C that their credit reference had not been adversely affected and an additional, but small goodwill payment as a contribution towards C's expenses.

11.0 Billing - No Bill Received

11.1

C complained that the supplier overcharged them and failed to provide billing information. C complained but the supplier failed to respond initially. The supplier later investigated the complaint and found C had not been set up on the correct tariff. There was a delay in completing the necessary corrections, which the Ombudsman considered was a shortfall in the customer service.

The Ombudsman required C to make an apology for the poor customer service, provide the requested invoices and make a goodwill payment in recognition of the delays.

11.2

C complained that the supplier sent a late bill for arrears, after C had moved house. C complained too that the supplier had lost some information sent to it and important original documents. The supplier investigated and confirmed that C had paid it, but it could not find the items that C stated had been lost. The supplier offered to reimburse C for any expense from getting duplicates.

The Ombudsman considered that there had been a shortfall in customer service, but that the methods used to resolve account problems was appropriate. The supplier was required to re-provide the account details that C said had never arrived, make a goodwill payment, make an apology and make a written assurance that it would refund any legitimate costs accrued by C in obtaining copies of the lost documents.

11.3

C received a bill without warning that included undercharges for the previous seven years. The supplier had corrected its previous bills where the readings (day rate & night rate) had been transposed since the time of meter installation. The Ombudsman considers this a failure in administration of the accounts and very poor customer service.

In summary the Ombudsman requires the supplier to

- fulfill the offer of a reduction of 50% to the balance;
- offer a repayment plan of the outstanding balance;
- make a goodwill gesture payable by cheque;
- issue a formal letter of apology.

13.0 Billing - Payment Method

13.1

C complained that service payments for the supplier were suspended, which led to payment demands. C complained and the supplier stated there was a problem with C's bank rejecting a Direct Debit. The supplier offered a goodwill gesture but C rejected this, wanting substantially greater compensation.

The Ombudsman considered C had had poor customer service but most of the issues were not of the supplier's doing. The offers of goodwill recommended by the supplier were considered generous. C was recommended to accept them.

13.2

C complained that the supplier failed to observe a change of Direct Debit by C. C complained that the supplier continued billing, sent bills to an old address and escalated the debt to threaten legal action and disconnection. The supplier stated the Direct Debit was cancelled by C's bank however; there was no evidence of this.

The Ombudsman decided that C had experienced poor customer service and that had the supplier responded to C's letters the issues could have been resolved sooner. The supplier was required to make an additional goodwill payment in recognition of the poor customer service and as a contribution towards C's costs.

14.0 Billing - Quality of Customer Service

14.1

C complained that an account was not properly set up and that billing was incorrect. C stated that they attempted to pay the supplier, but its systems failed. The supplier stated that it could find no trace of C's complaint correspondence and acknowledged there had been technical issues for many of its customers. This was not however, relayed to C.

The Ombudsman considered C had experienced poor customer service from the supplier, including the escalation of debt collection action, which was not specifically addressed by the supplier. The supplier was required to make a goodwill payment and an apology.

22.0 Transfer - Contract Cancellation

22.1

C complained that the supplier failed to close an account and complete transfer to a new service provider. C complained, but the supplier was unable to complete C's request. It stated there were technical issues that prevented it, but which were later resolved. After they had been resolved, the supplier was able to comply with C's request in full.

The Ombudsman considered C had experienced poor customer service from the supplier, which could have resolved the problems sooner. The supplier was required to make an apology and a goodwill payment.

22.2

C transferred service to another supplier and requested a final bill from Supplier. Supplier issued the bill to the incorrect address. As C did not receive the bill the account was referred for debt collection. C queried the account and Supplier acknowledged the error. C paid the balance and Supplier issued a goodwill payment. However, Supplier failed to recall the account from the collection agency.

The Ombudsman noted that Supplier had tried to resolve the matter but a final shortfall in customer service meant that the debt collection activity continued. Supplier was required to issue a written apology, confirmation that the account had been closed with a zero balance and issue a goodwill payment to cover the cost of credit reports.

24.0 Transfer - Fraud

24.1

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25.0 Transfer - Incorrect Action Taken

25.1

C rcvd bills for an unknown occupant at the address. C discovered the energy supply at the property had been switched to another provider. C contacted previous the supplier which confirmed the supply had transferred. C contacted National Grid which confirmed the meter at the property was attached to a different address. C contacted new supplier and agreed to a contract with it. However, C continued to receive bills from previous the supplier and new the supplier was unable to provide a key for the electricity meter, which meant C was without a supply. C complained but the problem remained unresolved.

The supplier confirmed the MPRN had been allocated to an incorrect address. It confirmed the details had now been amended. It was unable to issue a key for the electricity meter as the previous provider had allocated the meter to an incorrect address and current the supplier did not have the correct electricity serial number.

The Ombudsman considered C had experienced a shortfall in customer service and that the supplier had failed to follow the erroneous transfer procedure. The supplier was required to make a payment as a gesture of goodwill, confirm in writing to C that all details held had been corrected and arrange for someone to visit C's property, check the meters and issue a key.

25.2

C signed a contract to transfer to the supplier but decided to cancel within an hour. The supplier continued to take over the supplies and has sent bills out after it advised C that an Erroneous Transfer (ET) would be arranged and the supplies returned to C's preferred supplier.

In summary the Ombudsman requires the supplier to make a goodwill credit in light of the failure to meet the ET Charter; make a goodwill gesture in recognition of the customer service issues raised; and issue a formal letter of apology confirming that C is not a customer and an assurance that C's credit history has not been adversely affected by its actions.

25.3

In conclusion the supplier failed to correctly administer this case and provide a satisfactory level of customer service.

C registered his order to transfer his gas and electricity to a new provider using the services of an independent comparison service. The gas transfer was successfully completed. The supplier failed to transfer the electricity supply to its provision and the supply continued with C's original provider. The reason for the supplier's failure was it had been given the incorrect Meter Point Administration Number (MPAN) by the comparison service.

The supplier failed to correct this situation and C's complaint became protracted. In the mean time C continued to be billed by the original provider and then C started to receive bills from another service provider as well as make monthly payments to the supplier. Until the supplier realised the error, the supplier led C to believe the service was under its provision. The supplier refunded payments for the electricity service and made a goodwill gesture amounting for any inconvenience caused.

Further confusion arose on this case because the Meter Point Administration Supplier (MPAS) confirmed it held two MPAN's relating to C's property. It held one MPAN as being supplied by the supplier and was transferred to another service provider through the Erroneous Transfer process. The address MPAS linked to this MPAN was not the correct address for C's property. However the second MPAN referred to the service supplied by the original provider under the correct address.

When the error transpired, the supplier attempted to register the correct MPAN and arrange the transfer of the electricity supply. However the supplier failed to use the correct MPAN again, it swiftly realised its error and cancelled the order failing to advise C of its actions. C therefore continued to dispute his bills from the original provider and that account was passed for recovery action.

The original provider has continued to supply C's electricity. C has used the electricity supply and has enjoyed an uninterrupted supply at the property. Therefore I consider it reasonable the charges to the original provider are valid. However, had C changed provider as requested to the supplier C would have expected to make some savings.

C actively sought resolution to his complaint to no avail. The case became protracted and C incurred costs and experienced inconvenience.

In summary I propose the Ombudsman would require the supplier to arrange the transfer of C's electricity supply to its provision so C can benefit from the gas and electricity savings; make a goodwill gesture by cheque in recognition of the possible savings C could have made had the electricity supply successfully transferred along with his gas; make a goodwill gesture by cheque for the customer service issues raised, inconvenience suffered and the costs C incurred; and issue a formal letter of apology.

26.0 Transfer - Incorrect Billing

26.1

C transferred to a new supplier and requested final bill from the supplier. Due to a system problem, the supplier was unable to issue a final bill. However, it continued to send C bills for energy usage even though the supply had transferred and the account was passed to a debt collection agency. C complained and some months later the supplier refunded the final credit balance on the account and made a payment as a gesture of goodwill. C returned the cheques and requested the supplier make a substantial payment due to the stress and inconvenience the problem caused.

The supplier's failure to close the account in a timely manner and issue a final bill was considered to be reflective of a shortfall in customer service. The inconvenience the issue had caused C was noted. As C was entitled to the credit balance on the account, the supplier was required to reissue a cheque for this. It was considered the supplier was not liable for the substantial payment C wanted, but a small payment as a gesture of goodwill was required.

26.2

C received an unexpectedly high electricity bill for the time of year. C contacted the supplier to query the charges and was advised the bill was incorrect and a new bill would be issued. C failed to receive a new bill. C contacted the supplier several times, but the issue remained unresolved and C continued to receive demands for payment. C paid the disputed charges, but remained unhappy that the supplier had failed to resolve the matter or issue a new bill.

The supplier confirmed C had been misadvised several times and the charges on the account were correct. It offered to apply a credit equal to the late payment charges C had incurred and apply a further credit as a gesture of goodwill.

The Ombudsman considered the wrong advice C received and the supplier's failure to investigate C's complaint or check the account to be reflective of poor customer service. The supplier's offer to apply a credit equal to the late payment charges was considered to be appropriate. However, the supplier was required to increase the credit offered as a gesture of goodwill in consideration of the charges C had incurred trying to resolve the complaint, the delays C experienced and the inconvenience and worry the matter had caused. The supplier was also required to send a letter of apology, explain how the charges on the account had been calculated and confirm C's credit rating had not been affected.

26.3

C complained that when an account was closed they were due a refund from the supplier. The supplier stated the payment had been sent, but C never received it. C complained and the supplier found that it had been sent to the wrong address. It sent a replacement, but C did not receive this either. The supplier acknowledged there had been a shortfall in customer service and offered a goodwill payment.

27.0 Transfer - Installation

27.1

C complained that the supplier has failed to set up an account properly or bill them. C complained to the supplier which stated the account was being set up, that there were some technical issues, but it could not be specific as far as timescale went. C was worried that a large arrears bill was accruing.

The Ombudsman considered C had experienced poor customer service, but that it could not be entirely attributed to the supplier. However, the supplier was required to ensure there was a regular update for C, that it made a goodwill payment in recognition of the delay to date and apply a further discount for each month C was without a proper billable account.