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## **1.0 Billing**

### **1.1**

The Supplier was asked to provide a refund of a credit balance by cheque however it failed to do so. C chased the Supplier for the refund by telephone, email and letter to no avail. The Ombudsman notes that the Supplier took approximately five months to issue the cheque refund and the Ombudsman considers this was an unacceptable delay. C experienced a shortfall in customer service. In summary the Ombudsman required the Supplier to make a goodwill gesture and issue a formal letter of apology in light of the customer service issues raised.

The Ombudsman recommends that the Supplier reviews any training issues and shortfalls in its customer service procedures that C's complaint highlighted

### **1.2**

The supplier failed to accurately charge C for its services and chose to ignore meter operative readings for a number of years. As a result C incurred a large backdated bill. The supplier failed to fully address C's issues in its replies to letters of complaint and the account remains on the incorrect tariff. The supplier made a reduction in the outstanding balance in recognition of the issues raised. The Ombudsman considers the account as poorly administered and there was evidence of poor customer service however no additional goodwill gesture was warranted. In summary the Ombudsman required the supplier to ensure the account is transferred to a business tariff; maintain the outstanding balance on the account; and issue a letter of apology in light of the customer service issues raised.

### **1.3**

The supplier failed to set up an account using C's details and embarked on recovery action and disconnection of the gas supply based on a previous tenant's consumption. C actively sought resolution to the complaint, yet the case became protracted and C remained without any bills since C moved into the property. The supplier failed to respond to C's correspondence. The Ombudsman concludes C experienced an inadequate level of customer service and administration of the account. In summary the Ombudsman requires The SUPPLIER to ensure the migration of the account is complete and a new account is created; set up a direct debit; send an up to date bill; make a goodwill gesture of in recognition of the customer service issues raised, inconvenience and costs C incurred; arrange to spread the cost of this first bill with a payment plan taking into consideration C's ability to pay; send the final bill to the previous tenant and to issue a formal letter of apology with an assurance that C's credit file has not been adversely affected by its actions.

#### **1.4**

The supplier increased the prices however C did not receive the supplier's notification of this action, prior to the change. C stated the supplier promised to honour pre-price increase rates. The Ombudsman is not satisfied that the supplier issued a letter of notification. The Ombudsman welcomes the supplier's actions to withdraw the final balance. In light of the customer service issues raised the Ombudsman requires the supplier to make a goodwill payment and issue a formal letter of apology.

#### **1.5**

C disputes that the supplier is using the correct meter serial number and had issued someone else's bill. The supplier agreed to hold recovery action on the balance while the matter is investigated however it did not honour the agreement or complete its investigation. The Ombudsman acknowledges C was inconvenienced and incurred costs when seeking resolution to the complaint.

In summary the Ombudsman requires The supplier to remove the charge for the recovery letter; complete the visit to the property to ensure that all the meter serial numbers at the apartment block are correct; ensure C's meter is correctly registered to her address and issue a correct bill; provide C with regular updates on the progress of the resolution; recall the account from recovery action for the incorrectly charge bill; make a goodwill gesture by cheque; and issue a formal letter of apology including an assurance C's credit rating has not been adversely affected by its actions.

#### **1.6**

The Supplier failed to fix C's prepayment card problem and provide a refund of the credit C lost in a timely manner. The Supplier assured C that it would exchange the meter however the supplier missed four appointments causing C inconvenience and costs. The Supplier failed to provide compensation under its Standard Guarantee of Service or respond to C's letters of complaint.

The Ombudsman considers the Supplier failed to provide a satisfactory level of customer service on this case and requires the Supplier to provide a goodwill gesture including the refund due; missed appointments, costs, inconvenience, and customer service issues highlighted. The Supplier is to arrange an appointment that is convenient to C to complete the meter exchange and monitor the appointment to ensure it is successful this time; and to issue a formal letter of apology.

#### **1.7**

C complained that their supplier sent them a very large bill. It was found to relate to their previous address. C complained, but the supplier failed to respond initially, referring the account for recovery of the full amount despite an advisor agreeing to wipe the debt. The supplier offered a goodwill payment in recognition.

The Ombudsman decided C had had very poor customer service and that the initial goodwill payment was insufficient for this. The supplier was required to make an apology, confirm the account was closed with a nil balance and provide an additional goodwill payment.

### **1.8**

C complained that their supplier set up multiple accounts for their new property, billed them and threatened disconnection. The supplier stated it had been given incorrect data by the builders. The Ombudsman considered there had been very poor service from the supplier due to the multiple account numbers being used without it verifying their authenticity.

The supplier was required to make an apology and award a goodwill payment. As C had yet to be billed, a payment plan suggested by the supplier was also required to be considered for C's arrears.

### **1.9**

The supplier failed to provide a refund to C despite C's actions chasing the refund due. The Ombudsman considers this poor administration and a customer service failure. The supplier provided the refund when the case was registered with the Ombudsman's office. The Ombudsman requires the supplier to make a goodwill payment in acknowledgement of the customer service issues raised, inconvenience and costs C incurred; and issue a formal letter of apology.

### **1.10**

The Supplier failed to close the account when C transferred the supply away from its provision. The Ombudsman accepts that there was a final meter readings dispute between the companies concerned however the Ombudsman found the Supplier delayed many months in taking the appropriate course of action to close the account.

C pursued action on the case and experienced inconvenience and costs when doing so. The Ombudsman considers the Supplier failed to provide an adequate standard of administration and customer service.

In summary the Ombudsman requires the Supplier to make a goodwill gesture in recognition of the customer service issues raised on this case; and to issue a formal letter of apology with an assurance that C's account was closed with a nil balance and C will not be contacted by the Supplier again.

### **1.11**

C complained to the supplier about incorrect electricity bills received following a service transfer, whilst it became apparent that the supplier had transferred the neighbor's

service in error as due to incorrect details being recorded. This led to a long running dispute with C continuing to provide readings which the supplier disputed. C then transferred the service back to their original supplier, but this resulted in two bills received. It was recognised by the supplier that there had been an avoidable delay resolving this matter, but on review it proposed to transfer back the service as if it had never been received, provide a zero bill, and make a full refund of all payments.

On review it was concluded that such actions would resolve the billing and supply issues raised, therefore the supplier was required to maintain these proposals, in addition to sending a letter of apology, making a further goodwill credit in consideration of the customer service issues, and ensuring any adverse credit information was removed.

### **1.12**

The Supplier changed C's meter type but then billed C for charges incurred during the period prior to the meter change. C explained that the payments had been made in full but the Supplier was unable to locate the payments. C claimed that the Supplier confirmed that a third party could have owed the payments but then denied making this statement. C sent written complaints but felt that the Supplier only sent standard responses. C made many calls to the Supplier but was unable to resolve the matter. C asked for the Supplier to chase the third party for payment and to issue compensation to cover the cost of calls while pursuing the matter.

The Ombudsman noted that the Supplier had investigated the matter and identified that the payments were indeed held by a third party. Therefore its continued payment chasers and failure to amend the account balance was indicative of the poor standard of customer service. The Supplier was required to issue a goodwill payment and letter of apology, which also confirmed that the balance had been cleared.

### **1.13**

C complained that the supplier continued to send bills despite the death of the main account holder. The account was closed, but later reopened by the supplier. C complained but the supplier failed to respond initially. When it did carry out an investigation it found that payment for the account to continue was not reinstated for some months. The supplier requested meter readings in order that the debt could be accurately calculated.

The Ombudsman considered the pursuit of the debt was correct but not the manner in which it did so. C had also experienced poor customer service generally. The supplier was required to make an apology for the poor customer service; provide a goodwill payment; provide a new bill or letter for the arrears. If there was a credit remaining it was to be refunded to C.

### **1.14**

The Supplier delayed in closing the account on the transfer of the gas to another supplier. The Supplier continued to charge C for services it was no longer providing and threatened recovery action if C failed to pay. C made payment in dispute to prevent further action being taken. The customer service demonstrated on this case was poor. The Supplier confirmed to the Ombudsman that the account is now closed and a refund was made to C.

In summary the Ombudsman requires the Supplier to make a goodwill gesture in light of the customer service issues, costs and delays highlighted; and to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

### **1.15**

The Supplier failed to use accurate meter readings for 18 months then issued a bill calculated on an accurate reading. The Supplier made a reduction of 10% to the account and made a small goodwill gesture in recognition of the customer service issues raised and offered a repayment plan.

The Ombudsman considers the Supplier failed to administer this case correctly causing a shortfall in customer service. C experienced inconvenience and incurred costs when seeking resolution to the complaint.

In summary the Ombudsman requires the Supplier to make an additional goodwill gesture in recognition of the customer service issues raised and costs incurred when seeking resolution to the complaint; offer a payment plan for the electricity services only. This figure will include the regular monthly payments for consumption as well an amount towards the arrears.

### **1.16**

The Supplier failed to close the account correctly and continued to bill C. Due to non payment the debt was passed for recovery action in error. The Ombudsman considers this a service failure and a demonstration of poor administration. In summary the Ombudsman requires the Supplier to ensure the account is fully terminated and the account balance withdrawn; make a goodwill gesture in acknowledgement of the inconvenience and costs incurred when seeking resolution to the complaint; and to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

### **1.17**

C was a joint tenant in a property but the other people left unannounced leaving unpaid bills. The supplier's electric department agreed to only charge C for part of the bill however the gas division was not so generous maintaining the complete debt. On the Ombudsman's receipt of the complaint the supplier offered to clear the complete gas

account in goodwill. C highlighted customer service issues therefore the Ombudsman requires the supplier to issue a formal letter of apology.

### **1.18**

C complained that the supplier sent a very high bill for an arrears period. The supplier investigated C's complaint and found there had been a technical fault which prevented accurate bills from being sent. The supplier offered a goodwill gesture and an apology, after it was brought to the Ombudsman's attention.

The Ombudsman considered the supplier had addressed C's complaint adequately and the apology with goodwill gestures, were considered adequate. No further action was required of the supplier.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C complained that the supplier had incorrectly billed them for arrears after it discovered a mistake had been made. The supplier investigated and found that it had made an error, recalculated C's bills and offered to write off the remaining debt and pay a goodwill payment.

The Ombudsman considered the proposal of the supplier was generous, but also required it to make an apology for a shortfall in customer service and confirm in writing the recalculation it had done, that C's account for the arrears had been cancelled and that any debt collection had been cancelled, without affecting C's credit reference.

### **5.2**

C complained that the supplier had been billing incorrectly for several years, resulting in a substantial overcharge for C. The supplier reviewed the account but could find no justification for refunding C. It responded to C in writing with corrected pricing figures over time. C used these to analyse the account again, concluding the supplier had charged them incorrectly.

The Ombudsman concurred with C, that the methods used with the supplier's figures, would indicate that C may have been overcharged. The supplier was required to recalculate C's account in the way they has done, transposing readings and taking into account price fluctuations. If its findings bore out C's results, the supplier was to refund C with the difference between the amount paid and the recalculated amount. It was also to make a further goodwill gesture.

### **5.3**

C notified the Supplier of a house move and received a final bill for backdated charges due to previous estimated bills having been underestimated. C disputed the charges. The Supplier offered a discount as a gesture of goodwill, recalculated the charges at the lowest unit price and provided C with the opportunity to arrange a payment plan. C refused the offer and considered the Supplier should credit all the backdated charges.

The Ombudsman accepted the Supplier had provided underestimated bills, but noted that C's usage may have been increased due to a faulty appliance, of which the Supplier was unaware and it was considered this may have affected the accuracy of the estimated readings. The Supplier could not be held responsible for C's faulty equipment. The Supplier was required to backdate the charges over a two year period only and to recalculate usage during this period at the unit prices most advantageous to C. It was also required to maintain its offer of a payment plan and further discounts on the due balance. It was noted the Supplier had failed to respond to a letter from C and it was required to send a letter of apology in respect of this.

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

### **6.1**

C complained that their supplier had charged them incorrectly. The supplier completed a meter exchange, but failed to account for the arrears as it had agreed. C complained but the supplier failed to respond in kind and did not take the appropriate steps to assist C in paying of their arrears. The supplier blamed a third party, in part for the oversight.

The Ombudsman considered the third party did make the error, but the supplier was ultimately responsible for C's service; C had therefore experienced a shortfall in customer service. The supplier offered a goodwill payment, which was considered appropriate to put matters right, but an apology and additional small gesture of goodwill were required in recognition of the inconvenience an expense for C.

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

### **7.1**

The Supplier charged C for gas usage against an incorrect meter reference number. C disputed the charges, informed the Supplier of the correct MPAN and meter reading and requested an accurate bill. C wrote several letters and made phone calls, but the Supplier continued to pursue C for payment of the incorrect charges. C eventually received a correct bill. C notified the Supplier of a change of address, but it continued to bill C for charges at C's old address.

The issuing of an incorrect bill and the Supplier's failure to correct the problem, despite contact from C was considered to be reflective of a shortfall in customer service. Billing information provided by C also showed C continued to incur charges, even though C had vacated the property and the Ombudsman concluded C had received an unsatisfactory level of 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 closed with a zero balance and make a payment as a gesture of goodwill.

## **7.2**

C complained that the supplier billed them incorrectly, via a meter that should not have been used for an exchange. The supplier acknowledged that there had been an error over a meter exchange and that data need was delayed. The supplier offered to cancel C's charges for the whole of the disputed period. This was considered generous, but more accurate account details that could be relied upon would not be available to calculate a correct invoice with two rates.

The Ombudsman required the supplier to ensure its offer was completed. It was also required to make an apology for the poor customer service.

## **7.3**

C complained that the supplier had sent bills in a third party's name. C complained that despite returning the bills to the supplier and requesting changes, the supplier did not observe the request and escalated the debt to a collections agent.

The Ombudsman considered C had experienced poor customer service, for an error that could have been resolved sooner. The supplier was required to make an apology for the shortfall in customer service provide written assurances that C's account is now corrected and provide a goodwill payment.

## **7.4**

C complained that the supplier promised a large credit was due. C requested the credit but the supplier failed to provide it and would only confirm it was still investigating. The supplier investigated C's complaint, but could not find a reason for the promised credit.

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 usage and actual use, from estimated charges against profile over time. The supplier was also recommended to consider upgrading C's service as originally requested.

## **10.0 Billing - Missing Payment**

## **10.1**

C paid a bill by cheque, but subsequently received a payment reminder. C's bank confirmed the cheque had been cashed, so C contacted the Supplier, which agreed to try and trace the payment and contact C when the payment was found. C received payment demands and a warrant from the Supplier stating that it intended to disconnect C's energy supply. C authorised a third party to deal with the issue. TP contacted the supplier several times and it said it would block the account so no further payment demands were issued. It did not do this. TP wrote four letters and continued to call, but the problem remained unresolved.

The Supplier confirmed the time taken to locate the payment was unacceptable and apologised for the poor customer service C had received. It accepted it had not provided promised call backs or monitored the action being taken to trace the payment. It advised that it had implemented new procedures to ensure customers were not chased for payment when an enquiry into a missing payment was undertaken.

The Ombudsman considered C had received an unsatisfactory level of customer care and acknowledged the inconvenience and distress the matter had caused C. The Supplier was required to apply a small credit as a gesture of goodwill, send a letter of apology, and confirm C's credit rating had not been affected and that any late payment charges applied to C's account had been credited.

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

### **11.1**

C complained that the supplier has failed to provide a bill. C complained but got no reply. The supplier later investigated the complaint and stated it had been negotiating with the previous supplier, over an opening reading. The supplier offered to reduce the arrears as a goodwill gesture.

The Ombudsman considered there had been poor customer service for C, but the goodwill gesture was considered appropriate. The supplier was required to maintain the offer of a payment plan; complete the offer of a goodwill gesture; make an apology for the confusion over the account and for poor customer service; review the account to see if the monthly Direct Debit rate could be reduced; and provide an up to date bill on a quarterly basis, as C had originally requested.

### **11.2**

C notified the Supplier of a change of address, but it continued to send bills to C's previous address. C contacted the Supplier many times and was assured its records would be updated, but this did not happen.

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 a credit to C's gas and electricity accounts as a gesture of goodwill and apply a credit equal to the credit balance from C's previous address, send new bills for both accounts to C's new address and open C's gas account with the meter reading it had taken after C's home move.

### **11.3**

C received a bill for four years' backdated electricity charges. C disputed the bill. The Supplier cleared charges that were more than two years old and reduced the remaining balance as a gesture of goodwill. It also provided C with the opportunity to arrange a payment plan. C continued to dispute the charges and stated all bills had been paid in full.

The Supplier noted that although C's electricity supply had transferred to it in 2002, it had failed to open an account for C until 2006. Therefore, C had not received any bills from it and it had not received any payments from C.

The Ombudsman could find no evidence that C had made payments for electricity usage to the Supplier prior to 2006. The Supplier's failure to open the account or issue bills was considered to be reflective of a shortfall in customer service. However, its offer to offer a repayment plan was considered reasonable and it was required to maintain the offer. The Supplier was also required to send a letter of apology.

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

### **14.1**

C received a final bill which showed a credit balance. C expected the Supplier to refund the credit balance, but it did not do so. C contacted it and it confirmed a cheque had been issued. However, as C had not received it, the Supplier agreed to cancel the cheque and reissue another one, but did not do so. C contacted the Supplier many times, but failed to receive the refund.

The Ombudsman considered the Supplier's failure to refund the credit balance or respond to C's complaint to be reflective of a shortfall in customer service. It was required to send a letter of apology and make a payment as a gesture of goodwill.

## **21.0 Transfer**

## **21.1**

C alleges the supplier transferred C's electricity supply to its provision without C's agreement. There was no evidence to support C's claims due to the timescale involved however it is clear the case should have been administered more effectively and billed in a timely manner. C continued to pay the previous the supplier for the service however then received a final bill and a full refund of monies paid. The supplier offered a large reduction in the bill which the Ombudsman considers generous for a service C has consumed. The Ombudsman requires The supplier to maintain its offer and issue a letter of apology for the customer service issues raised with an assurance C's credit history has not been adversely affected.

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

### **25.1**

C transferred to the Supplier for electricity. The supply was incorrectly connected to a disconnected meter at C's property, so C continued to be billed by the previous Supplier. C contacted the new Supplier and it agreed to rectify the matter, but failed to take any action. However, it sent bills and payment demands to C for electricity supplied to both the disconnected meter and C's current meter, which was still supplied by C's previous Supplier.

C complained numerous times by telephone and in writing, but the Supplier failed to respond and C continued to receive demands for payment and notification that the supply would be disconnected.

The Supplier confirmed it had failed to close one of the accounts and respond to C's letters of complaint. The Ombudsman considered it had not taken reasonable steps to resolve the complaint and that C had received an unsatisfactory level of customer service. The Supplier was required to make a payment as a gesture of goodwill, send a letter of apology and confirm both accounts had been closed with a nil balance. It was also required to confirm C's credit rating had not been affected and provide C with an explanation for the delay in closing the second account.

### **25.2**

C complained that the supplier continued to send bills for an address after it was vacated, to their new address. C complained but the supplier failed to respond and maintained its billing. After C contacted the Ombudsman, The supplier investigated and found C's address was added in error to the new tenant's details.

The Ombudsman considered C had had poor customer service from the supplier for which an apology for the poor customer service was required, along with a goodwill payment.

## **26.0 Transfer - Incorrect Billing**

### **26.1**

C complained that the supplier had billed them incorrectly following a transfer to another supplier. The supplier stated that C had used the energy and should pay for it. It was not until after C had pursued the complaint that the supplier fully investigated it and found that the debt could be reduced. The supplier recognised a shortfall in its customer service and offered to cancel the remainder of the arrears in recompense.

The Ombudsman considered there had been poor customer service for C, but this had been recognised in its proposed remedy. However, the supplier was also required to make a full apology and confirm debt collection had ceased.

### **26.2**

C received a bill but disputed the meter reading the Supplier had taken. The Supplier took another reading, which confirmed the initial reading had been incorrectly recorded. It agreed to amend the reading and provide an amended bill. C received an amended bill which showed charges based on the correct readings, plus charges from the bill based on the incorrect reading. C disputed this and contacted the Supplier several times, but the matter was not resolved and the Supplier pursued C for payment of both bills.

The Supplier confirmed the charges from the first bill should have been cancelled and acknowledged it had failed to do this. The Ombudsman considered the Supplier's failure to resolve the matter, despite many contacts from C, and the incorrect recording of the meter reading it had taken to be reflective of a shortfall in customer service. It was noted the Supplier had not replied to C's letters.

The Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, issue a correct bill and confirm in writing that C's credit rating had not been affected by the issue. A recommendation was also made for the Supplier to review its procedures.

## **31.0 Transfer - Non Requested Disconnection**

### **31.1**

C complained that the supplier terminated a supply under a misunderstanding with a third party. C complained but the supplier stated C was responsible for the charges. The supplier later stated that it had not conducted a proper investigation and that cutting off the service was an error.

The Ombudsman considered the errors of the supplier were avoidable and that C had experienced poor customer service. The supplier was required to make an apology, make a goodwill payment and assist with C's expenses.