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1.0 Billing

1.1

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.

1.2

The supplier failed to provide a refund on an account balance for over eight months despite C proactively requesting action. The Ombudsman notes that the supplier recognised its shortfall in service and offered a small goodwill gesture however it then failed to pay it. The Ombudsman considers that this case was not handled in an effective or professional manner. The Ombudsman was satisfied that the company has provided the refund and made an increased goodwill payment but required the supplier to issue a formal letter of apology.

1.3

C complained that the supplier had billed them incorrectly for several years. C complained and the supplier recalculated the account, but then continued with the old incorrect tariff. C complained again, but initially got no response. The supplier later investigated in full, after C had consulted the Ombudsman. It acknowledged the errors, offered an apology and explanation and a goodwill payment.

The Ombudsman considered C had had poor customer service but the offers from the supplier were appropriate.

1.4

C complained that the supplier billed them incorrectly and dramatically increased their Direct Debit. C complained and the supplier acknowledged the error, confirming C's annual consumption, issued a corrected statement and revised the Direct Debit downwards again. It also offered a goodwill payment.

The Ombudsman considered the remedial action of the supplier was adequate and the problems C had reported were resolved. The goodwill gesture however, was not considered sufficient. This was required to be increased in recognition of the inconvenience for C.

1.5

The supplier failed to provide explanations to C's billing issues despite C actively seeking resolution to the complaint. C disputed the final balance of the account. The supplier admitted it was incorrect but that it did not breach the industry agreed tolerance level between suppliers to raise a dispute. In light of the inconvenience and customer service issues raised the supplier offered to provide a credit equivalent to the final balance in goodwill. The Ombudsman considered this a reasonable settlement to this dispute and in addition required the supplier to issue a formal letter of apology.

1.6

C complained that the supplier had billed them incorrectly and that a duplicate payment was requested. C complained but the supplier failed to provide a full response or evidence that it had conducted a review. The supplier failed to supply a case file within the required timescales and so there was no reason to doubt C's assertions.

The Ombudsman concluded C had experienced poor customer service and required the supplier to complete a reconciliation of C's account transactions and take into consideration the evidence provided by C. Any miscalculations were to be corrected. The supplier was to confirm its findings in writing and provide a goodwill payment in recognition of the confusion, lack of responses to letters and for the shortfall in customer service.

1.7

C's gas supply transferred to the supplier but it was established that the opening reading was too low and it has been in the process of agreeing a new transfer reading with C's previous supplier. There was a delay in agreeing the new reading and updating its records, which has resulted in the delay in a gas bill being issued. It seems that the supplier also delayed in issuing an electric bill, and it failed to use C's readings.

The Ombudsman considers the supplier failed to provide an acceptable level of administration or customer care in its management of this case. In summary the Ombudsman requires the supplier to issue a bill for the gas account and ensure quarterly bills are issued for gas account. Ensure a bill of the electric account was issued showing the balance or that a copy is provided without charge. In addition it is to provide regular electric bills. The company is required to set up a Direct Debit instruction for the gas account; arrange a payment plan to cover the arrears and current gas consumption, taking into account C's ability to pay. It is to make a goodwill credit in light of the inconvenience, costs and customer service issues raised; and to issue a formal letter of apology.

1.8

The supplier advised C that it had used an incorrect start up reading and that the bills were underestimated. C was given conflicting advice on contact with the supplier. The supplier instigated recovery action while the account was in dispute but would not accept part payment. The Ombudsman found an unacceptable level of administration demonstrated on this case and a lack of customer care.

In summary the Ombudsman requires the supplier to make a goodwill gesture for the additional customer service issues raised this includes the penalty payment for the company's failure to reply to C's billing query within five working days; and to offer C a payment scheme to cover the arrears and current consumption; taking into account C's ability to pay

5.0 Billing - Inaccurate Invoices

5.1

C received a large bill from the supplier. C complained and the supplier explained C's bills had been underestimated for the previous two years. It also confirmed C had been billed at the wrong rate. The supplier re-billed the account, but subsequently re-billed again at the wrong rate. C continued to complain and it agreed to reduce the balance as a gesture of goodwill and provide a payment plan. C was unhappy with the offer.

The erroneous billing of C's account and the delay in identifying the errors was considered to be reflective of a shortfall in customer service. However, C was considered to be responsible for payment of the energy usage and the supplier's offer was deemed to be reasonable. However, in consideration of the delay in responding to C's complaint and the inconvenience this has caused, the supplier was required to apply a further, small credit as a goodwill gesture.

8.0 Billing - Lack of Information

8.1

C complained that the supplier had been incorrectly charging. C complained and the supplier advised that a large refund was due. C was unable to get this confirmed in writing or refunded. C complained by letter but the supplier failed to respond. The supplier stated there had been a meter change, that it was recalculating C's account, but had been hindered by technical problems.

The Ombudsman considered C had experienced poor customer service and required the supplier to recalculate the account at the correct rate, refund any over payments along

with interest that C would otherwise have earned over the period. The supplier was also required to make an apology and provide an additional goodwill gesture as a contribution towards C's expenses.

10.0 Billing - Missing Payment

10.1

C paid a bill via the bank. The supplier sent C a reminder as it could not find the payment. C contacted it and the supplier agreed to investigate. As the payment could not be located, the supplier asked C to ask the bank to run a payment trace. C did not do this and continued to receive demands for payment. The supplier wrote to C confirming it was continuing to investigate the matter, but closed the case as it did not receive information from C's bank. C contacted the supplier again and provided details of a trace by the bank, which confirmed the payment had been allocated to the wrong energy account.

The supplier confirmed the payment had been applied to C's account.

The Ombudsman accepted C had not requested a trace by the bank for some time and that the supplier could not locate the payment until this had been done. However, it was noted the supplier had provided misleading information to C about the action it was taking to resolve the issue and that this had unnecessarily delayed resolution of the complaint. The supplier was required to send a letter of apology, confirm that it had not placed any adverse information on C's credit file and apply a credit as a gesture of goodwill.

11.0 Billing - No Bill Received

11.1

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.

11.2

C complained that the supplier failed to supply bills for over a year and technical problems prevented them from managing their account online. C complained but the supplier failed to respond. C called many times but the advisors were unable to resolve C's problems. Following the complaint to the Ombudsman the supplier conducted a more in depth investigation and resolved the technical issues and explained the reason for the delay in the accounts for C being completed.

The Ombudsman considered the explanation or an update could have been provided much sooner and that C had had poor customer service generally. The supplier was required to make a goodwill payment. As it had already apologised in writing, it was not be required to do so again.

14.0 Billing - Quality of Customer Service

14.1

C complained that their supplier failed to provide updated meters and exchange them for credit meters. C complained but the supplier failed to respond. The supplier later did as C requested but only after several months had elapsed.

The Ombudsman considered C had experienced poor customer service, for which an apology, a goodwill payment and the proposed payment plan were to be provided.

14.2

C complained that the supplier had over charged them but failed to explain why or how. C conducted an analysis of their account and found the supplier had billed them at a much higher daily consumption rate than expected. C also had their appliances tested. C complained but the supplier failed to respond adequately. The supplier later investigated the complaint lodged with the Ombudsman and found billing at the start of C's account had been underestimated, which led to the increased billing when actual readings were known; this gave an artificially high consumption average after the first quarter's bill.

The Ombudsman could see no reason to doubt the explanation provided by the supplier, or its subsequent billing, but the explanations themselves were poor. The Ombudsman also considered C had experienced poor customer service, for which an apology was required. The supplier was also required to make a goodwill payment as a contribution towards C's costs.

14.3

C complained that the supplier had made changes to their accounts without permission. This included address details which resulted in late billing and escalation to a debt collection agent. C complained but the supplier did not investigate in detail and C's problems remained unresolved.

The Ombudsman reviewed the various problems C had faced and concluded they should not have arisen and should have been resolved sooner: C had experienced very poor customer service. The supplier was required to take several remedial measures to correct C's account, make an apology and provide a goodwill payment.

25.0 Transfer - Incorrect Action Taken

25.1

C complained that the supplier had transferred C's service, but did not have the authority to do so. This was not spotted however, until a long period had elapsed. The supplier then agreed to transfer C back to their original supplier and refund the payments C had made. It also offered a goodwill payment, but C rejected this.

The Ombudsman considered the supplier had made assumptions over the validity of the transfer, but had later taken the appropriate remedial action. The goodwill gesture was considered generous and C was recommended to accept it in full and final settlement.

25.2

C complained that the supplier failed to close their accounts when requested. C complained but the supplier failed to respond. This was considered poor customer service as updates and responses would have let C know there was a problem. The supplier stated the data needed to close the accounts was not provided by the third party, as it should have been and a Customer Services advisor took the details needed from C.

The Ombudsman considered C had experienced poor customer service and required the supplier to make a goodwill payment and an apology. The supplier was also required to confirm C's accounts were closed with a nil balance.

28.0 Transfer - Lack of Information

28.1

C complained that the supplier first offered a contract under a reduced tariff and then rescinded the offer; C was charged at the standard rate. C complained but the supplier failed to respond initially in writing, but C stated it confirmed verbally that the contract

terms C had requested would be honoured. When the supplier wrote to C it stated the offer was not appropriate to C's circumstances. The supplier offered a goodwill payment.

The Ombudsman considered this was a commercial decision for the supplier and that the goodwill gesture was appropriate. However it was required to reconsider applying the tariff for C retrospectively. If it considered C should have benefited from it the supplier was to make a further payment of the difference between the charges levied at present rate and the amount C would have paid on the reduced tariff. If the supplier did not consider it appropriate, it was to provide a full explanation in writing.