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## **1.0 Billing**

### **1.1**

C contacted the energy company to say that a refund was due as C realised that an additional payment had been made per week. Although C contacted the company on several occasions it failed to send C the refund.

It was informally agreed that the company would send C the required refund and a separate goodwill payment. The company was also required to send C a letter of apology.

### **1.2**

C contacted the energy company to say that a refund was due as C realised that an additional payment had been made per week. Although C contacted the company on several occasions it failed to send C the refund.

It was informally agreed that the company would send C the required refund and a separate goodwill payment. The company was also required to send C a letter of apology.

### **1.3**

C had been supplied with gas and electricity for some years by the Company. C had notified the Company of the fact that the property was large and the Company agreed on occasion to increase the direct debits to cover consumption. The Company provided bills with both estimated and accurate readings and C received regular bills. The Company noted that there was something unusual with the readings it held but failed to investigate. C then received a large bill as the Company realised it had not accounted for the 'clocking' of the meter on three occasions over the past six years. This produced an extremely high bill for C. C complained and the Company explained the problem. It had previously amended the bills it had from estimated readings when it received accurate ones assuming consumption had been over estimated when in actual fact it had been grossly underestimated as the meter had done a complete turn from 9999 units to 0000 units. C continued to complain and the Company maintained the readings were accurate and it was the charges that weren't. C wanted the matter reviewing under the Code of Practice for Accurate Billing.

The Ombudsman considered that if strictly followed the Code did not apply as C had accurate readings the Spirit of the Code was contemplated and should be applied. This had the effect of reducing the bill to charges previously unbilled from twelve months previously. The Ombudsman also considered that the Company had not applied C's previous payments and not all the credits countering the debits had been applied. Debt collection was to cease and an extended repayment plan was to be offered. The

Company was to apologise and make a goodwill credit for failing with its customer service.

#### **1.4**

C signed up to an on-line tariff with Company, but did not receive the discount on offer, and was overcharged. The Company credited C's account with these amounts some time later, but C has been unable to access C's on-line account to verify that these amounts were paid. C also complained about the poor customer service provided by the Company.

The Ombudsman concluded that the Company had taken corrective action, and credited C's account, but that it should send C copies of the bills so C could reconcile his account. The Ombudsman also decided that the Company had provided a shortfall in customer service and was instructed to credit C's account with a goodwill gesture, and to send a letter of apology.

#### **1.5**

C took over ownership of their parent's account. C received different bills for different accounts and did not receive an explanation. The Company explained there was an account for the parent and for C. C's account was based on estimated reads. C experienced a poor level of customer service.

The Ombudsman required the Company to re-bill C's account using actual reads and provide a full breakdown of both accounts. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Company was required to make a goodwill payment and write a letter of apology.

#### **1.6**

C received incorrect bills from the Company on several occasions in respect of a meter that was not C's. C experienced problems with billing and Direct Debit payments and some were incorrectly taken from C's account. The Company advised C that an engineer would visit to verify the meter details but this did not happen. C contacted the Company to query this but did not receive a response.

The Company has since corrected the account and credited it with a goodwill payment.

#### **1.7**

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#### **1.8**

C complained to the Company after receiving debt collecting letters and threats of disconnection for their electricity account. C outlined it was the Company which owed the money, and complained at length without success. The Company eventually admitted its error, but only after avoidable delays and poor customer service had been experienced. C wrote to the Ombudsman requesting compensation.

It was concluded that the Company had provided an unacceptable level of customer service.

In resolution the Company was required to send a letter of apology, make a goodwill payment, ensure any adverse credit information was removed, and provide written confirmation of all action taken.

### **1.9**

TP checked C's bills and found the meter readings were transposed, so C had been overcharged. TP contacted the Company on behalf of C and some of C's consumption was rebilled. A refund was issued in respect of the overcharged amount. However, the Company failed to re-bill the account for the whole period during which C had been incorrectly charged. TP pursued the matter, and a correct bill and refund was eventually issued. However, the Company then cancelled C's DD and failed to provide a bill showing the re-billed charges.

The Company's failure to correct the account promptly when the billing error was identified, or issue an amended bill and full refund were considered to be reflective of a shortfall in customer service. It was also unclear why the Company had cancelled C's Direct Debit. The Company was required to send a letter of apology, make a goodwill payment, confirm it had placed C's name on its Priority Register, review C's DD payments and ensure the DD was active, provide a breakdown of the charges and payments to the account and explain how the refunds issued had been calculated.

### **1.10**

C joined Company and a Direct Debit was set up to cover gas and electricity consumption. C was sent regular bills showing a debt growing on the account. C contacted Company to express concern at the debt but it advised that Direct Debit amount was fine. C Direct Debit was not reassessed by Company for a number of years. C continued to receive bills showing the growing debt but took no action. C received a Direct Debit reassessment showing how much payments would need to increase by and complained. Company offered a credit and a payment plan.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to increase its offer of credit and take C's ability to pay into consideration with its offer of a payment plan.

### **1.11**

Company regained C's supply but failed to bill the account for nearly a year. Company applied a goodwill credit in consideration of this. C noted that Company had billed on an incorrect tariff. Company amended the bill and applied a goodwill credit in consideration of this.

C disputed consumption on the meter and Company installed a check meter. Company did not remove the meter for several months and missed one appointment to remove the meter.

C complained that no bills were being received, only letters and demands for payments. Company did not respond to this issue.

The Ombudsman was of the opinion that Company provided sufficient redress with regard to the delay in billing the account, and its failure to bill the account on the correct tariff. However, the Ombudsman considered C to have experienced further shortfalls in customer service and recommend that Company applied a goodwill credit and sent her a letter of apology. The Ombudsman also recommended that Company provided C with a clear explanation of the results of the check meter test and explained of any bill amendments were required.

#### **1.12**

The customer received letters addressed to a third party from the company. The complainant is not a customer of the company and has repeatedly advised the company of this. The company failed to respond to the customer's letters and provide an adequate level of service.

In resolution the company amended its records accordingly, provided a goodwill gesture and issued a formal letter of apology.

#### **1.13**

The customer complained the company was incorrectly charging for services when the supply was being provisioned by another company. On investigating the matter the company determined that it was the customer's company even though the other company maintained the same. This caused the customer confusion that resulted in the escalation of the complaint for an independent determination.

On receipt of further evidence it was found the other company was the company therefore the account was closed with a nil balance and the meter de-energised.

#### **1.14**

C complained to the electricity company that the meter was not recording the usage correctly, but the company failed to address C's concerns. The meter was eventually replaced and the usage was monitored to ensure that C was charged in line with the actual usage.

It was informally agreed that the company would apply a goodwill credit to C's account to clear the disputed charges, together with an additional amount for any shortfall in customer service. C was also sent a letter of apology for any stress and inconvenience caused.

### **1.15**

C did not receive a bill from the company for over a year despite readings taken; this was due to issues concerning reference numbers and the company's billing system.

The company applied the Code of Practice for Accurate Bills and backbilled C for the past 12 months.

The Ombudsman Service agreed that backbilling code applied; goodwill gesture for shortfalls of customer service in the delay in rectifying the situation; payment plan offered; Energy Efficiency Advice; letter of apology.

### **1.16**

C agreed to transfer to a new energy company, but the company should not have accepted the request and should have rejected the transfer. Therefore, C began to be charged by both companies and received debt collection letters. C complained by telephone to the company, but even though assurances were provided to C that the matter would be resolved, this did not happen for several months.

It was informally agreed that the company should send C a goodwill payment by cheque and provide a written assurance that C's account had been cleared to zero and cancelled. A letter of apology was also required as C had received a very poor customer service.

### **1.17**

C received a large bill and contacted the company to query this. The company informed C that all C's previous bills had been based on estimated readings. When the company billed C using an actual reading, a large bill was generated. The company had taken actual readings but these had not been used to bill C as they did not appear to be inline with C's consumption. The company says it attempted to contact C to clarify the readings but did not receive a response. C has requested that the company back bill from the time C became aware of this issue. The company has not done this and C has remained unhappy.

The Ombudsman concluded that C has encountered a shortfall in customer service due to the company's failure to use actual meter readings that it had obtained. The Ombudsman decided that the company should issue C with an apology and withdraw all previously unbilled charges more than one year old.

### **1.18**

C considers that the Company has overcharged for the energy supply, which resulted in a large debit balance accruing on the account and the escalation to a Debt Recovery Agency.

The Company considers that C made payment via Direct Debit but that the monthly payments were set too low against the recommendation from the Company. The Company also stated that C was advised to take readings over seven days and that a visit would be arranged from Customer Liaison Officer to check the meter but that no further contact was provided.

The Ombudsman noted that the Company had taken the necessary steps to address C's concerns but that C was not willing to cooperate. Furthermore, evidence suggests that C started the Direct Debit too low against the wishes of the Company. However, it was noted that the Company had taken a large payment from C's bank account which required reinstating and this demonstrated a shortfall in customer which will have caused inconvenience to C.

Whilst the Ombudsman considered the Company had acted reasonable on the whole, it recommended a goodwill payment and an apology for the shortfall in customer service highlighted.

### **1.19**

The company did not send C a bill for almost a year due to not updating its system with a meter exchange. This meant that the company did not re-assess C's Direct Debit and caused an outstanding balance on the account.

The company applied various goodwill gestures on the account, however the Ombudsman Service consider this was an unreasonable amount.

The Ombudsman Service also identified further shortfalls in customer service and required the company to: make a further goodwill gesture; offer payment plan and send letter of apology.

### **1.20**

C did not receive a bill from the company for several months. This was due to the company failing to update its records regarding a meter exchange.

C transferred companies due to these problems.

C returned back to the company, however, it was discovered that the company still had not updated its records correctly and did not use customer readings to bill the account.

The Ombudsman Service considered that the delay in updating the account and sending out correct bills based on customer reads to be a shortfall in customer service.

The Ombudsman Service also identified further shortfalls and required the company to: make a goodwill gesture; send an up to date bill based on readings obtained; ensure records were updated and letter of apology.

### **1.21**

C had not received a bill for a year, despite having chased the company for this and was becoming concerned about the size the bill would be when it was received. The company advised there were some problems and it was waiting for the database to be updated before the bill could be issued.

The Ombudsman was of the opinion that there had been a shortfall in the level of customer service provided by the company in respect of the delay in sorting this out. The Ombudsman was satisfied that the company had accepted this and that the proposals made by way of reduction, an apology and a payment plan were acceptable and required these to be implemented, along with making a further nominal goodwill payment.

### **1.22**

C had an Economy 7 meter exchange to a single rate meter. C however after this time received estimated bills based on Economy 7 readings. C contacted the company providing accurate reading however these were not used to bill the account and C continued to receive estimated bills. The company later realised that the problem related to the fact that both the old and new meter was registered to the property and as such it used estimated readings to bill the account whilst it looked into the problem. C was not notified of the issue or why the readings that C had provided were not being used to bill the account. It was not until some time later an accurate bill could be issued.

The Ombudsman concluded that there had been a delay in updating the details and that the company had not kept C updated of the progress of the complaint. The Ombudsman required the company to issue an apology, if when the amended bill was issued, an outstanding balance remained in the account then the company should clear any previously unbilled charges prior to one year from the date of issue of the bill in line with the ERA (Energy Retail Association) Code for Accurate Billing, a goodwill payment should be made to reflect the delays and the shortfall in customer service and if required then a suitable payment plan should be offered to pay any remaining balance taking into account C's ability to pay.

### **1.23**

C had an account with the company for a property that was let to tenants. C received a bill which covered a period when the property was vacant. C disputed the bill with the company. C was advised by the company that it would look into the problem however C heard nothing further. C then received a Debt Collection letter and as this affected C's credit file, C later found that a loan and a mortgage was refused. A final bill was later

issued showing that only a small amount was owed. This was cleared and C's credit file was amended. C asked the company to provide compensation for the costs incurred.

The Ombudsman concluded that an error had been made and required the company to issue an apology, to offer a goodwill payment for the costs incurred and to confirm that this has had no adverse effect on C's credit rating.

#### **1.24**

The Company failed to recalibrate the meter and effectively administer the account in accordance with the License Conditions, causing C to accrue a large arrears balance. The Ombudsman considers this a services failure and whilst noting the goodwill gesture offered by the company required a full review of the account.

In summary the Energy Supply Ombudsman required the Company to implement the price changes from when the meter was recalibrated; ensure that C's meter is reset with the current tariff's available; if there is no outstanding balance on the account (refund a credit if applicable) install a credit meter and set up the account to charge quarterly; make a goodwill gesture in light of the out of pocket expenses C incurred and inconvenience this matter has caused; and to issue a formal letter of apology including a revised statement showing the credits applied to the account.

#### **1.25**

The company failed to bill the customer using both meters and readings. This was despite the company receiving actual readings from both the customer and its data collectors. A large arrears bill was generated and the Code of Practice for backbilling one year was applied. However the company was unable to explain its credit calculation and further revisions were applied to the account.

In summary the Energy Supply Ombudsman required the company to complete a full audit of the account and only one year's charges to be maintained; to make a goodwill gesture in recognition of the poor customer service, costs and inconvenience caused; to issue a detailed statement of account showing the charges, credits and payments received, accompanied by a detailed letter of explanation of how the credit was calculated; to maintain the offer of an extended payment plan considering the customer's ability to pay, and to issue a formal letter of apology for the failure to administer the account accurately, the shortfall in customer service, for the inconvenience experienced and the costs incurred.

#### **1.26**

The customer had agreed to a goodwill gesture in settlement to a previous complaint. The company assured the customer a cheque would be issued within four weeks; however it failed to keep this assurance. The company then issued the cheque to an incorrect address causing further delay.

On realization of its error the company cancelled the initial cheque and arranged for a new cheque to be issued. The customer requested compensation for the additional delay but rejected the company's proposal.

The Energy Supply Ombudsman required the company to maintain its previous goodwill offer and to issue a formal letter of apology.

### **1.27**

C asked Company to take over a supply but heard nothing from it for over a year. Company then took a large payment from C's bank account. C complained and company advised it had taken over the wrong supply. It advised that C would receive a refund within six weeks. C did not receive the refund for over six weeks and had to chase a response on a number of occasions. After the cheque was received, C received a further bill from Company.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to:

- confirm that C's account has been closed with a zero balance;
- send C a goodwill payment; and
- send C a letter of apology

### **1.28**

C's prepayment meter was exchanged for a credit meter. Company did not issue any bills for over a year and when it did issue bills the first few were incorrect. The first accurate bill issued by Company did not arrive until after 1 July 2007. C complained about the balance and Company offered a payment arrangement. Company also noted payments had been sent to another Company in error and made arrangements to reclaim those payments. Company also noted that the prepayment account had been opened to an incorrect reading and advised it would adjust the account accordingly.

The Ombudsman was of the opinion that Company should apply the principles of the Energy Retail Association Code of Practice for Accurate Billing that it supports. The Ombudsman required Company to:

- remove all outstanding charges for energy consumed more than a year prior to the issue of an accurate bill;
- ensures that credits are applied to the account in consideration of the incorrect start reading for the prepayment meter and the payments it reclaimed from another Company;
- send C and up to date bill; and
- offer C a payment plan for the balance, which takes ability to pay into consideration.

### **1.29**

C agreed for the supply of gas and electricity by the Company and telephoned to try and set up a payment arrangement. C received a first quarterly bill and telephoned the Company in order to set up a direct debit. C claimed the Company said to pay off a third of the bill and this advice was followed. C then said debt collection letters commenced and again on telephoning the Company said it was advised that a third should be paid. C did so. A further bill was produced and the matter continued with C paying part bills. Eventually after litigation commenced the Company set up a direct debit scheme with C but a balance remained on the account. C was offered compensation which was increased but this was rejected and a higher amount claimed. C failed to make payments during the investigation and the debt increased.

The Ombudsman considered the initial complaint had been resolved with the setting of the direct debit some 6 months after the initial bill and at that time the only dispute remained over the goodwill value. The Ombudsman considered the Company's offer was reasonable but made a further recommendation as the Company had commenced litigation prematurely during the complaint causing distress to C especially after regular payments had been made. The debt collection activity was to stop and C assured no adverse mark would remain on C's credit history and a letter of apology for the distress caused was to be sent. C was to reconsider making payments as the amount was not in dispute and a repayment plan was to be offered by the Company.

### **1.30**

C complained that a refund was due, as C had been overcharged by the energy company. It advised C that the billing was correct but it had changed the way it billed customers. C wrote letters querying the billing, but the company failed to reply initially.

It was formally agreed that the company would apply a goodwill credit to C's account and send C a letter of apology for any shortfall in customer service.

### **1.31**

C had the imperial gas meter replaced with a metric one. C complained that consumption increased although usage had not changed. C assumed that the meter was faulty. A meter accuracy test was done that found the meter to be accurate. C disputed the findings. C also complained about the difficulty in trying to deal with SP with regards to the complaint.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and make a goodwill payment. The Ombudsman further directed that SP should write to C to confirm the meter type and how it is sealed.

### **1.32**

C explains that the Company has overcharged C by 668 units and requested that the Company provide the relevant refund but despite numerous telephone calls C did not receive a response.

The Company acknowledged that C had been overcharged and that it had not responded to C's contact. In recognition, the Company refunded C the overcharged amount, provided a goodwill payment and an apology.

The Case was then resolved without any further intervention from the Ombudsman.

### **1.33**

C had a faulty time switch on the prepayment meter, which led to an outstanding balance on the account. The company replaced the meter on several occasions; however, the meters were still faulty until it was replaced again.

The company cleared the outstanding balance and credited C's account.

The company offered a goodwill gesture for the shortfalls in customer service which the Ombudsman Service considered to be appropriate.

The Ombudsman Service identified further shortfalls in customer service and required the company to remove any outstanding debt on C's meter once the investigation had been completed; refund C with credit on C's account and send a letter of apology.

### **1.34**

C received a call from the Company to advise that C's Direct Debit would be increased due to a recent meter change which resulted in a large bill. C disputed this maintaining no meter exchange had taken place. However, C heard nothing further until C received another large bill. Again, C complained to the Company and it then investigated and found it had updated C's account incorrectly. The Company amended the account and re-billed C, but C remained unhappy.

It was clear for investigation that C had experienced a shortfall in customer service due to the Company's error. It was noted that the Company had taken no action to amend the account when it was first notified by C that no meter exchange had taken place. In addition, it was also noted that although the Company had re-billed the account, this did not comply with the Industry agreed Billing Code. Therefore, it was proposed for the Company to re-bill the account in line with the Billing Code, apply a further goodwill credit to the account, provide C with an apology and also allow C to pay off any remaining balance via a payment plan.

### **1.35**

C had a prepayment meter which had a debt recovery rate set up on it. C believed that this was being collected each time C credited the key but the Company advised that as a

debt had not been assigned to the meter then the amount would not be collected. C also mentioned that there was a weekly regional fee applied to the meter which should not have been recorded. C also explained that C was a vulnerable customer and found it difficult financially in ensuring her meter supplied electricity. C also explained that C had transferred to a new Company but that two payments had been allocated to the old Company's account.

The Ombudsman concluded that the Company had provided conflicting information regarding any debt on the meter and had to produce a full Statement of Account for the entire period C was a customer. This had to include details of any debt recovery or regional charges that C had been charged and the Company was instructed to refund these to C. The Company was also instructed to remove any balance from the account on the basis that C was a vulnerable customer and ensure that the payment allocated to the account by mistake was transferred to the new Company's account. The Ombudsman also decided that C had received a shortfall in customer service from the Company and that a goodwill payment must be made and a letter of apology issued.

### **1.36**

C complained to the company about a meter fault which had led to an incorrect bill being received. The SP advised the meter wasn't faulty, and that the bill was due to previously underestimated readings being used in error. This was disputed by C. The company reduced the balance in line with the back-billing code, and by making a goodwill gesture.

It was concluded that the company was at fault for failing to use accurate meter readings. However, the subsequent action taken appeared appropriate in consideration of the problems experienced.

In resolution the company was required to send a letter of apology, provide a full breakdown of the account, and maintain its offer of a payment plan, review C's calling problem to ensure a suitable means of contact was provided.

### **1.37**

C complained to the company after receiving their final electricity bill. As C paid by Direct Debit they believed nothing was owed. The Company failed to provide a case file, but it was evident that two amounts had been raised. One for a payment shortfall, and the other relating to charges not raised prior to the set up of the Direct Debit payment scheme.

The way a Company estimates payments levels was considered, and there was no evidence of incorrect charging regarding this issue. However, it appeared that errors may have been made when setting up the Direct Debit. It was concluded that a new account reference may have been provided, and that an outstanding balance on the old account failed to be transferred in error. In such circumstances it was considered unreasonable to bill C at this late stage.

In resolution the Company was required to send a letter of apology, cancel the previous unbilled charges, confirm why there was a shortfall when closing the account, confirm the current outstanding balance, ensure any adverse credit information was removed, and provide written confirmation of any action taken.

### **1.38**

C was concerned at a large bill which was inaccurate and identified that there was a discrepancy with the Meter serial numbers. The Company acknowledged the problem but was unable to rectify the problem in a timely manner.

The Ombudsman considered that the Company should take appropriate steps to update the account accurately and provide C with an apology and goodwill payment in recognition of the shortfalls in customer service.

### **1.39**

C transferred to a new energy company for dual fuel, but the company failed to set up the electricity account. Therefore, C was worried that the company would send a very large bill as the complaint had been ongoing for sometime. The account was eventually set up and up to date meter readings were provided.

It was informally agreed that the company would apply the back billing code, revise C's account, apply a further goodwill credit, send C a revised bill and a letter of apology.

### **1.40**

The company had under estimated C's account for several years, despite obtaining readings.

The company then re-billed C's account which resulted in a large outstanding balance. However, the company did not proportion the prices and the account was re-billed again several months later to reflect this.

The Ombudsman Service considered that the company should apply the backbilling Code from the date of when the newly amended bill was sent.

The Ombudsman Service also identified further shortfalls in customer service and required the company to: offer a payment plan and Energy Efficiency Advice; make a goodwill payment and letter of apology.

### **1.41**

C was advised of the company's price increase and was given the opportunity to transfer company. C advised the company of this but was then billed on the increased rate. C wanted to be re-billed to reflect the lower rate and to ensure the readings provided by C

were used. The company said it had used a lower reading but was happy to apply C's reading. In addition it recognised it had applied the increase incorrectly and said it would re-bill C as requested.

The Ombudsman required the company to re-bill C as it had said it would. It considered it appropriate to use C's readings even though they were higher than the estimates the company had already used. In addition to this, as C had been sent a debt collection letter for an incorrect bill which was being disputed, the Ombudsman required the company to apologise to C, make a goodwill payment and confirm that C's credit rating had not been adversely affected by this.

#### **1.42**

C received a bill showing a debt on the account. The company said this was because it has previously issued a refund in error and because C's DD payments were insufficient to cover C's ongoing usage.

The Ombudsman was of the opinion that the company had acted reasonably in respect of the DD payments as it had conducted regular assessments of C's account. The Ombudsman did not, however, consider that the company should request C paid back the refund it had issued in error because it had failed to advise C of this, despite the error being detected straight away. As such, the company was required to apply a goodwill credit to the account in respect of this, apologise for the customer service shortfall and arrange a payment plan with C to clear the remaining balance.

#### **1.43**

C received estimated bills for over two years, then, when C transferred company, received a large bill to an actual reading. The company said it had obtained readings but not used them because they were too low compared to the estimates. The company also said it had tried to obtain customer readings from C on a number of occasions but had not received these.

The Ombudsman considered the fact that the company had not followed up on its requests for customer readings and continued to use estimates to be a customer service shortfall. As such, the company was required to apply the Billing Code and charge C for one year only, apologise and make a further goodwill reduction to C's account.

#### **1.44**

C received a bill after C's meter was exchanged and was advised by the company that this was because it had no payments registered for a period of time and because the meter had not been recalibrated to reflect price increases. The company had applied its recalibration policy and maintained that the balance was due for payment.

The Ombudsman was satisfied that the company had made reasonable charges in respect of the recalibration issue. The company had provided evidence of advising C of

the price increases had sent statements showing the increasing balance and had recalibrated the meter on a yearly basis. The Ombudsman considered, however, that the company should have picked up on the missing payments sooner and, as a result of this, proposed it applied a credit to C's account to reflect this.

#### **1.45**

C was advised there was an outstanding balance on C's account which the company advised was due to C's meter not being recalibrated. The company had applied its recalibration policy and maintained that the remaining balance was correct and due for payment.

The Ombudsman was satisfied that the company had made C aware of the price increases, of the increasing balance on C's account and had made genuine attempts to attend to recalibrate the meter. The company was required to make a nominal goodwill payment to C for the shortfall of customer service exhibited by it attempting to bill C for a larger amount initially and to agree a payment plan for the collection of the balance.

#### **1.46**

C received an incorrect bill after a meter change and, despite bringing this to the company's attention and being advised it was being investigated, C continued to receive debt collection and threatening letters. The company admitted it had made an error with the bill and should have placed the account on hold whilst the matter was being investigated but didn't. The company apologised to C and made a goodwill offer which was then increased.

The Ombudsman felt that the errors made by the company constituted a gross shortfall of customer service and required it to make a much higher payment in respect of this. It was not, however, of the opinion that an apology from a particular member of the company's staff as requested by C was appropriate as the company had previously offered a number of apologies for its errors.

#### **1.47**

C wished to change company but was unable to do so because there were two MPANs registered at the property. C claimed that because the company took so long to rectify this that they were unable to make the savings offered by C's preferred company. As such, C wanted the company to compensate them for this.

The Ombudsman was of the opinion that the company was not liable for a loss of savings but considered that there had been a shortfall in the level of customer service provided. As such, the company was required to apologise to C for this and make a goodwill payment.

#### **1.48**

C contacted the energy company to say that a refund was due as C realised that an additional payment had been made per week. Although C contacted the company on several occasions it failed to send C the refund.

It was informally agreed that the company would send C the required refund and a separate goodwill payment. The company was also required to send C a letter of apology.

#### **1.49**

C received a larger than expected gas bill and suspected that the meter may be faulty or leaking. C requested that the meter be checked, but the company advised C that there would be a charge. C continued to dispute the bill, but remained dissatisfied with the company's responses.

It was informally agreed that the company would arrange to have the meter checked free of charge, apply a goodwill credit to C's account, transfer a credit balance from the electricity account and send C a revised bill for payment. The company was also required to reassess C's Direct Debit payments.

#### **1.50**

C said that the company's agent could not have obtained the meter reading used to produce an energy bill as no one had visited the property on the date shown. C supplied a meter reading and paid the appropriate charges. On a later occasion, C claimed that the company had produced a much higher estimated bill even though an actual reading had been obtained. Again, C had provided an actual reading and paid the associated costs. C wanted the company to amend the account to reflect the readings provided and payments made and compensation for the costs incurred in trying to get the matter resolved.

In its submission, the company confirmed that the account had been updated in line with C's request and now showed a zero balance, and also offered to send a letter of apology and a goodwill payment to cover C's costs. Having reviewed all the information, the Ombudsman required the company to write to C confirming the account details and providing the apology and goodwill payment offered.

#### **1.51**

C asked the company to install prepayment meters at two properties which C was renting out. The company failed to meet appointments and failed to exchange the meters within a reasonable time. C claimed compensation for loss of income. The company made a goodwill offer which was declined. C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered that there had been an unreasonable delay in providing the prepayment meters and required the company to increase its goodwill credit. The Ombudsman considered C's claim for loss of income was not warranted as this was excluded by the Terms and Conditions of supply for business use.

### **1.52**

C's opening read and subsequent reads were estimated. C spent several months providing readings and asking Company to send accurate bills. Company did not accept C's readings as they did not follow on from estimates it had used previously. Company took readings but then failed to bill correctly. Company eventually sent an accurate bill.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to:

- apply a credit to the outstanding balance;
- send C a letter of apology; and
- offer C a payment arrangement for future consumption.

### **1.53**

C advises they received a large bill which they discovered was the result of underestimated readings being used. C would like this bill waived. The company advises it has implemented the back billing code and back billed C for a period of 12 months only and offered C a payment plan to pay the outstanding balance off.

The Ombudsman found that the company had received meter readings but not used them to bill C's account. This was considered a shortfall in the service C had experienced. However, it was found the implementation of the back billing code was sufficient in addressing the errors with the handling of C's account. The company was required to maintain its offer of a payment plan. C had called the company on a number of occasions. The company was required to make a gesture of goodwill to cover the cost of these calls and apologise for any distress this matter had caused.

### **1.54**

C was unhappy with the incorrect final bill produced by the Company on transfer to another provider. The Company confirmed that it was dependent on the new provider for the meter readings for the final bill.

The Ombudsman considered that although the Company was dependent on the new provider, there were delays in the final bill being produced and also C received debt collection letters in error. The Company was therefore requested to provide C with an additional goodwill payment and apology.

### **1.55**

C received erroneous bills from the Company, which led to C receiving letters from a Debt Collection Agency. C complained and the Company corrected the computer system, but C also complained about the poor service provided by the Company.

The Ombudsman agreed that C had received a poor level of customer service from the Company. The Company was instructed to award a goodwill gesture to C in recognition of this, and to send a letter of apology. The Company was also told to ensure that C's details were removed from the DCA's files and that C's credit rating had not been adversely affected.

### **1.56**

C moved to a new energy company, but noticed that the previous company was still taking out monthly payments. C contacted the company on many occasions and eventually C received a refund by cheque. However, C requested further financial recompense for the poor customer service.

It was informally agreed that the company would send C a goodwill payment by cheque, plus a letter of apology for any shortfall in customer service and for any inconvenience caused.

### **1.57**

C was a long standing electricity customer of the Company. C received a statement showing a credit balance and then a letter stating this would be refunded. On receiving a nominal amount C telephoned the Company to ask about the remaining payment and the Company said it would investigate. Some months later after chasing by C with no response a bill was received showing a debit balance. No explanation of the credit removal was given. C contacted the Company again which said it was still investigating. C then received a letter but felt that the matter was not resolved. On referral to the Ombudsman the Company gave a limited explanation with account information and bills and offering an apology and a goodwill payment.

The Ombudsman could see that over the past year a high debit had been applied to the account for back billed charges but following this credits were applied as lump sums to reduce the balance. Later on during the complaint a lump sum was applied equivalent to one of the credits which meant a debit balance remained. The Company was to fully review this and provide a detailed explanation of the timeline of payments and charges. Due to the delays in responding and the failure to fully explain the balances the Company was to make a written apology and apply a goodwill payment in addition.

### **1.58**

no longer in the property. C contacted the Company and it agreed to look into the problem. The Company advised the meter exchange details had not been passed on to

the Company. Meter readings had been obtained however they had not been used and instead the account had been estimated. The account was re-billed as far back as possible and the account credited with the overpayment however as the account had been estimated, an outstanding balance remained. The Company demanded payment from C for this amount. The Company eventually agreed to clear the balance and offered C a goodwill payment to reflect the level of service received. C remained unhappy with the offer made.

The Ombudsman concluded that the Company should have discovered the problem much earlier and that C had experienced a shortfall in customer service. The Ombudsman required the Company to issue an apology, to provide a detailed breakdown of the account and to offer a higher goodwill payment to reflect the delays, the failure to act upon readings, for the distress caused and for the shortfall in customer service.

### **1.59**

C's account was taken over in error by Company. C complained and Company transferred the account back as an Erroneous Transfer. While the account was transferring back, C was chased for payment. C's bank details were also sent to another customer.

The Ombudsman considered C to have received a shortfall in customer service and required Company to:

- send C a goodwill payment; and
- send C a letter of apology.

### **1.60**

C was billed on an incorrect electricity meter for a number of years. When the error was noted it was found that the incorrect billing was in her favour. Company did not pursue for the outstanding balance. However, Company stopped sending bills as a result of an error when it amended the billing on the account. When C received a dual fuel bill after several months, the gas reading was incorrect. C called and provided an amended reading but there was still a large balance on the account. C claimed to be unable to afford to pay the monthly payments Company was asking for to cover ongoing consumption and the debt over 12 months. No agreement was reached and Company issued a deadlock letter.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service but considered Company's decision not to pursue for the under billed an electricity charges generous. The Ombudsman required Company to offer a payment plan, which takes C's ability to pay into consideration.

### **1.61**

C's prepayment electricity meter was not updated for some time and a large balance accrued on the account. Company reduced the balance in line with its policy for withdrawing price rise debt but C remained dissatisfied.

The Ombudsman was of the opinion that C was responsible for the debt and welcomed Company's decision to reduce the debt in line with its policy for withdrawing price rise debt.

### **1.62**

C disputed the accuracy of billing on a prepayment meter. SP accepted that an error on its part produced a high bill. SP offered a goodwill payment and carried out the necessary work to replace an old meter.

Ombudsman found that there had been an error. However, SP acknowledged the error and investigated C's concerns providing an explanation. A further award was deemed appropriate that recognised the further shortfalls in customer service.

### **1.63**

C disputed the accuracy of billing. SP accepted that an error on its part produced a high bill. SP offered a goodwill payment.

Ombudsman found that there had been an error. However, SP acknowledged the error and investigated C's concerns providing an explanation. A further award was deemed appropriate that recognised the further shortfalls in customer service.

### **1.64**

C received a large bill from the Company having not received a bill for some time. C complained to the Company and it acknowledged the shortfall and agreed to re-bill the account, in line with the Industry agreed Billing Code of Practice, to which it adhered. However, C remained unhappy and continued to complaint but the matter reached deadlock.

It was clear to the investigation that C had experienced a shortfall in customer service in relation to having not received a bill for some time and then receiving a large bill. Although the investigation welcomed the Company's actions to re-bill the account in line with the Billing Code, a further goodwill credit was proposed in this regard. In addition, the investigation also considered that C had experienced a shortfall in customer service in relation to the Company's response to the complaint. It was further proposed for the Company to provide C with a further apology and also allow C to pay the remaining balance via a payment plan.

### **1.65**

C asked another company to provide the gas and electricity at the property. C believed that the services had been transferred until C noticed that payments were still be deducted by the company from C's bank account. C asked the bank to reclaim the money and later contacted the company advising that C had left some time previously. The company advised that the gas supply had transferred however the electricity supply was still with the company. C advised that a request had been made to transfer both services. The company informed C that it had not received a request from the other company to transfer the supply. C did not received any further contact from the company until some time for when a letter was received advising that there was still an outstanding balance on the account. C again complained and as it had taken some time for the company to notify C that payments had not been made, the company agreed to apply the ERA (Energy Retail Association) Code for Accurate Billing and C was only charges for one year's consumption.

The Ombudsman concluded that there was no evidence to suggest that the company had been in error or that it had objected to any transfer and that it was the other company's responsibly to arrange a transfer. The Ombudsman required the company to issue an apology, to offer a goodwill payment to reflect the delay in notifying C of the problem and to offer a suitable payment plan taking into account C's ability to pay.

#### **1.66**

C had a new electricity meter installed at the property and shortly after transferred to another company. The company issued a final bill showing the charges for both the old and the new meter. The charges billed against the new meter had been based on estimates. C paid the bill however some time later an amended account was issued still showing an outstanding balance. C disputed the charges believing they were incorrect. C complained to the company however the complaint remained unresolved.

Following the Ombudsman's request for a case file, the company contacted C and an amended account was issued showing the account to be in credit. A goodwill payment was also offered to reflect the level of service received. The Ombudsman received confirmation from both parties that this was accepted as full and final resolution to the complaint.

#### **1.67**

C made a request to open an electricity account with the company. C received confirmation for the company that the supply had been switched over. C did not receive a bill for several months and contacted the company to discuss this. The company discovered that an account had not been opened for C. There was a delay of several months before C received a bill.

The Ombudsman concluded that there had been a delay in opening C's account and C had experienced a shortfall in customer service. The Ombudsman concluded that the company should issue C with an apology and a goodwill payment for the delay and shortfall in customer service.

## **1.68**

C changed electricity SP. C paid monthly by Direct Debit. C's meter was changed and shortly after, C received a high bill. C complained. SP confirmed that the meter was accurate and adjusted C's Direct Debit.

The Ombudsman directed that SP should apologise to C and advise why C's bills suddenly increased. The Ombudsman further directed that SP should make a goodwill payment. The Ombudsman finally directed that SP should write to C with details of a meter accuracy test.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C's account was re-billed to an actual meter reading which produced a large debit balance. C disputed the charges. The Company maintained the charges as actual meter readings had been obtained, although it had not used them as it believed they were too high.

The Company offered a goodwill credit and agreed that C could transfer to Company B if a payment plan was agreed.

The Ombudsman considered the Company's failure to use actual readings it had received to be reflective of a shortfall in customer service. The Company was required to withdraw backdated charges in line with industry guidance.

## **9.0 Billing - Mis-Information**

### **9.1**

C contacted the Company as C had sold property. C said that the Company told C the remaining balance for payment. C then received a final bill with a higher amount owed. C disputed this with the Company. The Company said that when C contacted it did not take into account usage since the last bill. This had been explained to C. The Company maintained the final bill balance as correct.

The Ombudsman said it was evident that the Company had misinformed C as it failed to take into account usage from the last bill and up to the final meter reading. The Ombudsman said that the balance owed was correct and C was responsible to pay. In recognition of the misinformation given the Ombudsman required the Company to award a nominal goodwill payment and send a letter of apology.

## **10.0 Billing - Missing Payment**

### **10.1**

C complained that the Company failed to locate C's missing payment for several months even though C clearly advised the Company that the payment had been allocated to an account in the name of the occupier. C sent numerous letters to the Company and complained that the Company failed to respond and failed to respond to all issues raised. C requested compensation. The Company confirmed that the missing payment had been found. The Company said it had written to C and offered a goodwill payment but C had not yet accepted.

The Ombudsman was concerned that the Company failed to realise for several months that the missing payment had been paid to the occupier account, taking into account that C's correspondence clearly advised the Company of this. The Ombudsman was also concerned that the Company had failed to respond to several letters. The Ombudsman required the Company to increase its goodwill payment, provide C with a statement of account and send a letter of apology.

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

### **11.1**

C had not received a bill since January 2007 but the Company continued to take the monthly Direct Debit payments. On provided an actual bill based on accurate readings, it came to light that C had made substantial overpayments to the account.

The Company has now issued C with the relevant amended bill statements for both gas and electricity and provided a breakdown of payments made and then applied the credits accordingly.

This action resolved the complaint and no further action was required from the Ombudsman office

### **11.2**

C has not received a bill for a substantial length of time but the Company continued to take the Direct Debit on a monthly basis.

The Company acknowledges that C had made overpayments to C's account and that C had not received a bill statement for a long period. In resolution, the Company applied the relevant credits on to C's account and provided calculations in relation to the total payments made and current balance.

The resolution was accepted by C and no further action is required from the Ombudsman.

### **11.3**

C complained that the Company failed to bill C for electricity usage for 18 months. C contacted the Company and was provided with various explanations but C complained that the Company provided no resolution. C did receive a bill but this was incorrect as C had been billed to a single rate when C has a two rate meter. The Company said it had billed C correctly now and the problem was caused by its records showing that C had a single rate meter.

The Ombudsman was concerned that the Company evidently failed to bill C for such a long period of time and this was viewed as unacceptable. The ombudsman also noted that the Company indicated it was aware of the problem the year prior to C contacting it yet it did nothing to resolve the problem. The Ombudsman required the Company to apply the Billing Code of Practice and only bill C for one year's usage as goodwill. The Ombudsman also required the Company to award a nominal goodwill payment, arrange a payment plan and send C a letter of apology.

### **11.4**

C complained that Company failed to bill C and it was then discovered that the gas supply had been transferred to another company without C's consent. An Erroneous Transfer was agreed and the Company also agreed to apply a goodwill credit to each account. C complained that the agreed credits were not applied.

The Company resolved the complaint and contacted C to confirm that the agreed credits had been applied.

### **11.5**

C is unhappy that C's meter had not been recalibrated for numerous years which resulted in a large debt accruing on C's account. Furthermore, C considers that C was never notified about recalibration and never received a statement.

The Company accepted that the large balance had accrued because C's meter had not been recalibrated and that it had adhered to its policy and reduced C's balance accordingly in light of this. The Company also advised that it had made numerous attempts to recalibrate C's meter but were unable to gain access. It also considered that it had notified C about the recalibration issue and asked C to arrange for a meter exchange to a key meter.

The Ombudsman noted that the Company provided evidence to confirm that it had made numerous site visits to recalibrate C's meter but was unable to gain access. It also provided evidence suggesting that C had been notified of the recalibration issue and

offering to change C's meter to a key meter. It was also confirmed that regular statements had been sent to C.

In conclusion, the Ombudsman considered that the Company had taken reasonable action to recalibrate C's meter and was fair in reducing C's balance in line with its recalibration policy. However, the Ombudsman appreciated that C's balance had accrued as a result of non-recalibration and therefore asked the Company to make a goodwill payment and a full apology for the inconvenience caused.

Billing – Mis-Information

### **13.0 Billing - Payment Method**

#### **13.1**

C cancelled C's payment method and as a result was transferred automatically onto the company's standard tariff, with higher charges. C complained to the company that C had been advised to take such action by an Advisor. The company attempted to trace the call but this was unsuccessful. C continued to complain and despite a goodwill offer by the company to resolve the matter, this was declined by C and deadlock was reached.

For investigation, it was apparent that the company had taken actions to try and locate C's call to it regarding the payment method but there was no evidence to suggest this was ever made. Nevertheless, the investigation found that the company had applied a credit to C's account in this regard and this was deemed to be fair and reasonable. However, other shortfalls in customer service were also identified and, therefore, a small increase to the companies initial offer, was proposed, along with a further apology.

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

#### **14.1**

C changed from a prepayment meter to a quarterly meter and was advised what the monthly payment would be. The Company did not use the meter readings provided for gas for 12 months and C received a large bill with charges for underestimated bills. C complained. The Company made a goodwill offer which was declined and an extended payment plan. C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered the Company had underestimated the monthly payment and had failed to use meter readings provided and required the Company to provide a more goodwill credit to reflect the distress and inconvenience caused and to agree a payment plan that reflected C's ability to pay.

## **14.2**

C disputed bills received from the Company as readings were transposed. C called the Company and sent letters but failed to receive a correct bill. C also complained of three missed appointments. The Company confirmed that C had been billed in error. It confirmed that a correct bill had now been sent to C.

The Ombudsman was concerned that the Company billed C incorrectly for five months and C received reminders and threats of disconnection. The Ombudsman was also concerned that the amended bill did not show compensation for the missed appointments and also did not appear to have used the readings provided by C. The Ombudsman required the Company to amend the bill using C's readings, provide an explanation of the tariff rates used, award a goodwill payment, arrange a payment plan and send a letter of apology.

## **14.3**

The Company reassessed C's payments based on estimated readings and considerably reduced the monthly Direct Debit amount. This resulted in a debit balance accruing, as the payments were not sufficient to cover C's on-going usage. The Company then incorrectly closed C's account, issued a final bill and took a payment for the full account balance from C's bank account. C contacted it to complain. The Company set up the account and returned the payment to C's bank. However, C requested a goodwill payment in consideration of the incorrect reduction made to the Direct Debit. The Company offered a goodwill payment, but C was unhappy with the amount offered. C was also unhappy with the terms of the payment arrangement offered and wanted the Company to allow the supply to transfer to Company B.

The terms of the payment arrangement, and the decision whether or not to block the transfer of the supply were considered to be commercial decisions for the Company, and therefore not within the Ombudsman's remit. However, the Company's failure to reassess C's payments in line with C's actual usage, its incorrect closure of the account and its failure to respond to all of C's correspondence were considered to be reflective of a shortfall in customer service. The Ombudsman required the Company to send a letter of apology, increase the goodwill amount offered to C and maintain its offer to refund bank charges to C if proof of the charges was supplied.

## **14.4**

C complained that the company had not billed them correctly for over a year. C complained and the company investigated, but did not stop chasing C for payments. C stated they called many times only to be advised to ignore the debt collection letters. The company then revised C's bill and sent a large arrears invoice. C complained again, but was unable to find a resolution.

The Ombudsman considered there had been poor customer service that led to a debt that could have been avoided. The company was required to apply the Billing Code and withdraw any previously un-billed usage limited to two years from the date of the catch up bill. It was also to maintain its offer of a payment plan and ensure no adverse credit information was passed to any Credit Reference Agencies.

#### **14.5**

C complained that the company had overcharged them for several years. The company investigated C's account and acknowledged it had billed C incorrectly as it had not been made aware of a meter exchange. It offered an apology, made the requisite refund and offered a credit to C's account as a goodwill gesture. C rejected this as inadequate, citing interest lost on the delayed refund that would otherwise have been realised, if it had been invested.

The Ombudsman considered the error on the company's part was poor customer service and that the goodwill payment was insufficient to recognise the time taken over the error. The company was required to make an apology and provide an improved goodwill payment.

### **21.0 Transfer**

#### **21.1**

C was erroneously transferred from one company to another without C's permission.

The company acknowledged the error and transferred C back to the chosen company.

However, after this transfer C received calls from the company trying to tempt C back.

The Ombudsman Service considered this a shortfall in customer service and required the company to: make a goodwill gesture and send a letter of apology.

#### **21.2**

C had the gas supply erroneously transferred from C's original Company. C received a bill from the Company and disputed this. The Company agreed to arrange a transfer back to the original Company and make a goodwill gesture. C accepted this and the case were closed.

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

## **25.1**

C agreed to transfer to a new energy company, but the company should not have accepted the request and should have rejected the transfer. Therefore, C began to be charged by both companies and received debt collection letters. C complained by telephone to the company, but even though assurances were provided to C that the matter would be resolved, this did not happen for several months.

It was informally agreed that the company should send C a goodwill payment by cheque and provide a written assurance that C's account had been cleared to zero and cancelled. A letter of apology was also required as C had received a very poor customer service.

## **48.0 Sales - Mis-selling**

### **48.1**

The company and C had agreed that C had been mis-sold into transferring company's. It was agreed that C would be returned to the previous company. During this period of transfer C continued to receive debt collection letters despite the company agreeing to put C's accounts on hold. The company agreed to refund all payments that C had made on the accounts. C remained unhappy as the refunds were not made.

The Ombudsman concluded that the company should refund all the payments that C had made. In addition the Ombudsman concluded that C had experienced a shortfall in customer service due to the company continuing to send debt collection letters. The Ombudsman decided that the company should provide C with an apology and goodwill payment.

### **48.2**

C was vested by a canvasser who managed to obtain their name by deception. An energy account was incorrectly set up from this and a welcome letter received. A contract was then sent, so C contacted the company to complaint. Numerous further calls were made. C was unhappy that they had been misled in such a way and asked for compensation.

The company accepted C had been misled and had experienced a poor level of customer service. It contacted C to see if this matter could be resolved as a PICC. An agreement was reached which required a letter to be sent to C, and a goodwill payment made.

### **48.3**

C complained that C was mis-sold by the company into believing C only had to pay a fixed fee for the energy that was used.

The company denied that C was misled and that it did not offer inclusive energy deals

The Ombudsman Service could not find any evidence that C was misled in anyway and therefore considered no further action on this point.

The Ombudsman Service identified shortfalls in customer service and goodwill gesture and payment plan to be offered.

#### **48.4**

C considers that the Company had mis-sold her energy supply. C explained that the sales agent had set up C's Direct Debit but that when C transferred company C had a high outstanding balance, which C considers was not agreed. C was also unhappy that C received demands for payments whilst C's complaint was ongoing and that the setting up of C's Direct Debit was delayed.

The Company did not consider that C was mis-sold as C's supply had been with the Company for a period less than 12 months and therefore C's consumption did not have the opportunity to fully adapt to the seasonal variations. However, the Company acknowledged that it had failed to set up a Direct Debit in a timely manner and that it had sent C demands for payments whilst her complaint was ongoing and offered a goodwill payment

Due to lack of evidence the Ombudsman could not establish whether C had been mis-sold her energy supply. However, it noted the Company's shortfalls in customer service and that the Company had made efforts to address C's complaint. However, the Ombudsman did not consider that the goodwill payment offered adequately reflected the inconvenienced caused. In light of this, the Ombudsman recommended a further goodwill payment and a full written apology for the shortfalls in customer service.