

Table of Contents

1.0 Billing

- 2.0 Billing - Credit Limit
- 3.0 Billing - Data Protection
- 4.0 Billing - Fraud
- 5.0 Billing - Inaccurate Invoices
- 6.0 Billing - Inaccurate Meter Reading
- 7.0 Billing - Incorrect Account Details
- 8.0 Billing - Lack of Information
- 9.0 Billing - Mis-Information
- 10.0 Billing - Missing Payment
- 11.0 Billing - No Bill Received
- 12.0 Billing - Non Requested Disconnection
- 13.0 Billing - Payment Method
- 14.0 Billing - Quality of Customer Service

21.0 Transfer

- 22.0 Transfer - Contract Cancellation
- 23.0 Transfer - Data Protection
- 24.0 Transfer - Fraud
- 25.0 Transfer - Incorrect Action Taken
- 26.0 Transfer - Incorrect Billing
- 27.0 Transfer - Installation
- 28.0 Transfer - Lack of Information
- 29.0 Transfer - Loss of Service
- 30.0 Transfer - Mis-Information
- 31.0 Transfer - Non Requested Disconnection
- 32.0 Transfer - Requested Disconnection
- 33.0 Transfer - Request not Actioned
- 34.0 Transfer - Quality of Customer Service

1.0 Billing

1.1

The Supplier failed to administer C's account in an effective or accurate manner. The Supplier registered a third party's details against the account and in doing so failed to bill C for seventeen months. The Ombudsman considers the Supplier missed the opportunity to identify and amend its error however failed to do so. The Ombudsman concludes the Supplier failed to provide adequate customer service.

In summary the Ombudsman requires the Supplier to make a goodwill payment in light of the customer service issues raised; offer C a payment plan taking into account C's ability to pay; and to issue a formal letter of apology.

1.2

C complained that the supplier was charging them incorrectly for arrears and the bills did not make sense. The supplier investigated and stated the bills were difficult to understand because the payment interval that was expected was not being adhered to by C. Updates and payments did not therefore coincide.

The Ombudsman considered there had been no billing inaccuracies but there had been a shortfall in customer service as the supplier had failed to respond to C's last letter. The supplier was required to make an apology for this.

1.3

C complained that the supplier sent a bill for arrears, but it had not previously taken steps to recalibrate the electricity meter that would have avoided the problem. The supplier investigated the complaint and offered to reduce the debt and allow a repayment plan.

C rejected this but the Ombudsman considered the proposals were generous. However, the supplier was required to make an apology for a shortfall in customer service by not recalibrating the meter sooner or providing C with statements.

1.4

C complained that the supplier sent a very late bill after C had moved. C complained but the supplier did not address C's complaint and referred the matter to a debt collection agent. C complained about this but the supplier failed to have any one individual take ownership of the complaint which meant C was threatened with legal action. The supplier investigated the account and stated it was due to a later meter reading at C's old address that led to the large arrears bill. However, the supplier also stated it was still

reviewing the account and was trying to get a reading from the new tenant to verify the account was correct. The supplier had written to explain this to C but not before there had been a considerable delay and a debt collector was involved.

The Ombudsman considered a recalculation of the account was necessary, but C should remain liable for the consumption once calculated. If the supplier was unable to do this from actual readings it was required to calculate an estimated bill from C's average consumption retrospectively. The Ombudsman also considered C had experienced poor customer service in the correspondence being delayed. The supplier was required to make a goodwill payment for this and offer a payment plan.

1.5

The Supplier failed to issue a final bill to C and provide a refund in a timely manner. C actively chased the Supplier for action and the refund for six months. The Ombudsman acknowledges the Supplier provided the refund and withdrew the outstanding balance on the account in goodwill, the Ombudsman considers this an acceptable settlement to this complaint. In summary the Ombudsman requires the Supplier to issue a formal letter of apology and to review any training issues and shortfalls in its customer service procedures that C's complaint has highlighted.

1.6

C complained that the supplier failed to close an account upon request, after the death of a third party. C complained in writing several times but got no acknowledgement or written response. The supplier later sent C a bill with a large debt, but it had the wrong account number.

The Ombudsman considered C had experienced poor customer service, despite the supplier's belated resolutions. The supplier was required to make an apology for the errors it made and for the poor customer service and provide a goodwill payment in recognition.

1.7

C complained to the supplier about the delayed billing of his gas account. The supplier explained that this was due to a disputed opening reading which it had been discussing with the previous supplier. It subsequently decided to take C's opening reading and bill the account from this. However, it was concluded that the decision had only been taken after avoidable delays and poor customer service was provided.

In resolution of this matter the supplier was required to send a letter of apology, reduce the bill by a set percentage as a gesture of goodwill, and make a further goodwill credit in full consideration of any costs and the customer service issues raised. It was also recommended that the supplier should give consideration to a postponed payment plan, although it was noted this was a commercial decision which only the supplier could make.

1.8

C arranged to transfer to a new supplier and cancelled the Direct Debit on the account held by the original Supplier. The Supplier issued an estimated quarterly statement which showed C's account to be in credit. The Supplier subsequently issued final bills following the transfer. C disputed the balance as the previous bill had shown the account to be in credit. C also considered the balance had been calculated on an incorrect tariff rate. The Supplier explained to C that the previous invoice had been estimated and that as C had cancelled the Direct Debit the lower rate tariff was not available, so the final charges had been calculated on a standard rate tariff. C remained unhappy with the Supplier's response and continued to dispute the charges. The Supplier passed the account to a debt collection agency.

The Ombudsman considered C was responsible for payment of energy usage with the Supplier up to the date of transfer. It was also accepted that the Supplier had the right to change C's tariff if a condition of the lower price tariff was broken. However, there was no evidence the Supplier had informed C about the tariff change or provided C with an opportunity to reinstate the Direct Debit. The Ombudsman was satisfied the Supplier had responded to C's complaint, but considered it should recalculate C's final bill on the more favorable tariff as a goodwill gesture.

1.9

C transferred to the Supplier as a dual fuel customer. The Supplier failed to set up a gas account. C complained many times, but no action was taken and C remained without an account, or bills even though the previous Supplier confirmed the gas supply had transferred.

The Supplier did not explain the reasons for the delay in setting up the gas account. The delay C had experienced was considered to be indicative of poor customer care. The Supplier was required to send a letter of apology, confirm the account was now set up and to issue a bill. It was also required to apply a credit as a gesture of goodwill, allow C to arrange a payment plan and set up a DD on the account.

1.10

C's gas and electricity supply were erroneously transferred. C complained to the original provider and requested that the supply be transferred back to it. The supplier failed to action C's request. C sent many letters of complaint and visited the company's office to try and resolve the matter, but considered the supplier's representatives to be rude and unhelpful. The supplier contacted C to confirm it would arrange for the supply to be returned to it, but failed to take any action and C's supply remained with the new provider.

The supplier confirmed it had failed to take steps to address the erroneous transfer of C's gas and electricity supply and that C had received an unsatisfactory level of customer care. The supplier offered to complete the transfer of gas and electricity back to it and apply a discount as a gesture of goodwill to each of C's bill when the accounts

had been set up and meter readings obtained. It also confirmed it would set up a DD on each account as requested by C and ensure C's accounts were on the requested tariff.

The Ombudsman acknowledged the shortfall in customer service C had experienced, but welcomed the supplier's confirmation that it intended to address the training issues C's complaint had highlighted. The supplier was required to maintain its offer to transfer C's supply back to it, set up accounts on an appropriate tariff, obtain meter readings and apply a discount to each of C's bills. The supplier was also required to send a letter of apology and confirm the action it had taken in writing.

1.11

C received a letter from the Supplier confirming a large credit balance on the account. C contacted the Supplier to confirm the balance and the Supplier agreed to issue a refund cheque. C received a refund for some of the identified credit balance. C asked the Supplier to use the remainder of the credit balance to offset the balance on another account, which it agreed to do. However, it did not do this, and it also issued two final bills for large amounts. C complained. The Supplier agreed the balance for one of the accounts was incorrect, due to an erroneous meter reading. It agreed to credit the balance of this account. However, it confirmed the refund cheque issued earlier had been sent in error, and told C to repay it. C complained. The Supplier agreed to apply a credit as a gesture of goodwill. Instead of applying a credit, it sent C a further refund cheque, which C cashed. The Supplier told C to repay the whole of the incorrectly refunded amounts. C complained as the refunds had been accepted in good faith and the amounts confirmed as correct.

The Ombudsman noted C had contacted the Supplier numerous times to check the refunds it had sent and to request a correct account statement. The Supplier had provided incorrect and conflicting information to C, taken incorrect actions and failed to fully investigate C's account. It had also agreed to reduce the account balance, but appeared to have withdrawn the offer, even though it had not explained the reason for this. It was considered unreasonable for C to have to repay the amounts refunded by the Supplier. The Supplier was required to send a new bill, showing the remaining balance of the account and provide C with the opportunity to arrange a payment plan.

1.12

C complained the supplier increased DD payments without providing adequate notification of the change. The supplier agreed to refund the difference between the original DD amount and the increased amount. However, the supplier sent the refund to the wrong address. The recipient informed the supplier of the error and returned the refund, but the supplier reissued the cheque to the wrong address again. C complained and the supplier acknowledged the error and sent a third cheque to the right address. However, C also complained that even though the account was paid by DD, the supplier sent demands for payment and threatened to disconnect C's services. The supplier agreed to investigate, but the issue was not resolved. C raised further issues, but the supplier did not reply.

The Ombudsman noted C did not receive notification of the supplier's intention to increase DD payments, but was satisfied the payment the supplier had already made as a gesture of goodwill was reasonable. However, a recommendation was made for the supplier to review the procedures it had in place for notifying customers about changes to their DD payments. the supplier's failure to reply to C's letters, provide a breakdown of the account or prevent further demands for payment being sent to C was considered to be reflective of a shortfall in customer service. The supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, provide an explanation of the credits it had applied to the account and confirm C's credit rating had not been affected.

1.13

The Supplier failed to set up and issue an electricity bill for C for over a year. The company failed to record the readings from C's start date and further delay ensued when contacting the previous supplier.

The Ombudsman concludes the Supplier failed to administer the account properly or provide a satisfactory standard of customer service.

In summary the Ombudsman requires the Supplier to issue an electricity bill using a start reading agreed with the previous Supplier. It is to issue a full statement of account showing all payments received; apply any discounts appropriate to the entire period for being a Dual Fuel customer; make a goodwill gesture in light of the customer service issues raised, costs C incurred and the inconvenience caused by this matter; and to issue a formal letter of apology.

1.14

C complained that the supplier sent bills for arrears that should not have been allowed to accrue. C complained to the supplier and considers the issue was entirely due to the supplier's shortcomings. The supplier explained that C was alerted to the issue but did nothing about it. The supplier did however, make offers of goodwill that significantly reduced C's arrears.

The Ombudsman considered the offers were generous and there was no shortfall in customer service. On the balance of probabilities, C had been made aware of a potential problem and could have addressed it sooner. The supplier was required to complete the offers previously made. C was to remain responsible for the balance.

1.15

C complained that the supplier recorded an incorrect address following a house move. C received no bills for many months as they were directed to a neighbours. C complained but the supplier failed to respond. The supplier proved that it had responded, but only after some considerable delay, that was considered excessive. The supplier corrected the issues for C and offered a goodwill gesture.

The Ombudsman considered there had been a shortfall in customer service, but the resolution of the problems for C and the offers of goodwill were considered generous. No additional action was required of the supplier other than to complete the offers it had proposed.

1.16

C complained to the Supplier about their increased electricity bills. The supplier asked for regular meter readings, installed a check meter and eventually replaced the old one. After reviewing this matter it concluded that C had been correctly charged as the current readings were similar to those previously provided. However, it failed to note the check meter readings and dismissed a contractor's comments about the old meter. C remained unhappy and brought this matter to the Ombudsman. At this point the Supplier agreed to take a current reading and review the matter. This showed the usage over the disputed period was over three times that being currently used. Therefore, it agreed to recalculate the bill.

It was concluded that C had received poor customer service and that a refund of the overcharges should be made. A further goodwill credit was required to be made, as well as a refund of any credit balance now showing. This was to be sent with a letter of apology and a full breakdown of the recalculation.

1.17

C alleged the supplier conducted an erroneous transfer due to being mis-sold. The Ombudsman concluded it unlikely that an erroneous transfer had taken place. the supplier delayed in replacing a faulty repayment key and then failed to provide a refund of the credit to the corrupt key. The Ombudsman accepts that there was a shortfall in customer service on this case and considers the delay unacceptable.

In summary the Ombudsman requires the supplier to make a goodwill payment by cheque in light of the customer service issues raised and to issue a formal letter of apology.

The Ombudsman recommends a review of any training issues and shortfalls in its customer service procedures that C's complaint has highlighted.

1.18

The Supplier failed to use the correct start date but entered the correct meter reading. Therefore its bills were correct however it failed to enter the correct address details for C despite being repeatedly advised of the full address. The Supplier then threatened C with disconnection of supply due to a previous occupier's outstanding debt. The Ombudsman welcomes that the Supplier removed the balance of account from C's name to ensure no further contact was made regarding this debt.

The Ombudsman requires the Supplier to make a goodwill gesture in light of the customer service issues raised, costs and inconvenience C experienced; withdraw the electricity balance prior to C taking responsibility of the second address; ensure that the correct forwarding address is applied to C's gas and electricity accounts to ensure that all future correspondence is sent directly to the home address; and to issue a formal letter of apology.

1.19

C complained that the supplier billed them incorrectly at more than one property that was owned by C. C stated that one property had been let, but the address and account details had been changed without their permission. The supplier investigated this and found details had been altered; it attempted to reverse the changes, but made other errors in the process. The supplier investigated the complaint brought by C to the Ombudsman and eventually corrected the two accounts.

The Ombudsman considered C had experienced very poor customer service, for which the supplier was required to make an apology and pay a goodwill gesture.

1.20

C alleges the Supplier took over the service without authority however no evidence was provided to substantiate C's claims. On contacting the Supplier C was advised to approach a new supplier to arrange a transfer as the Supplier could not arrange a transfer back due to the time lapse. The Ombudsman considers C was advised to make the appropriate arrangements however did not do so.

The Supplier then received a reading based on metric reading therefore re-billed the account. This was determined to be in error and the account was revised again. The Ombudsman considers C remains liable for gas consumed.

In summary the Ombudsman considers C experienced a shortfall in customer service at times on this case and requires the Supplier to make a goodwill gesture and issue a formal letter of apology.

6.0 Billing - Inaccurate Meter Reading

6.1

C disputed the final bill from the Supplier. C called the Supplier and sent letters of complaint. C then received debt collection letters. C requested an amended bill to show the correct final meter reading. The Supplier said that it had now amended the final bill but this had not yet been sent to C.

The Ombudsman said that after review of the information provided it was clear that C had received poor customer service as the Supplier failed to resolve or amend the final bill for a period of seven months. The Supplier was required to amend the final bill, award a nominal goodwill payment and send C a letter of apology.

8.0 Billing - Lack of Information

8.1

C complained that the supplier increased the payments C was expected to make. The supplier stated the fault was due to the transition to its new accounting system.

The Ombudsman considered C had experienced a shortfall in customer service as this was not adequately explained to C but which was accepted as not being something the supplier could have predicted. The supplier was required to make an apology for the shortfall in customer service and for the delays and award a further goodwill payment.

10.0 Billing - Missing Payment

10.1

C sent a cheque payment to the Supplier but it was not added to their account. The Supplier explained the payment was added to an incorrect account and it corrected the error. C was chased by a collection agency due to the missing payment. C experienced a poor level of customer service.

The Ombudsman considered that a payment processing error by the Supplier meant C's payment was added to an incorrect account. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

14.0 Billing - Quality of Customer Service

14.1

C complained that the supplier failed to provide a closing bill after moving house, but sent threatening letters and put a default notice on their credit reference. The supplier made no conclusions on the case, but the correspondence with C suggested it could have done more to manage the account effectively and close it, with proper bills being provided.

The Ombudsman decided C had had poor customer service from the supplier; a full written apology and goodwill payment was required. It was also required to make an additional goodwill payment along with the suggested credit.