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1.0 Billing

1.1

C was unhappy that the Company provided conflicting bills over a significant time period and did not provide any explanation. The Company later explained that the bills were inaccurate due to an error on its billing system which meant that there were delays in supplying bills. However, C still was receiving Debt Collection letters and was concerned over the status of the account.

The Ombudsman considered that the Company should provide confirmation of the status of the account and cancel the debt collection procedures. In addition, the Company was asked to provide C with a goodwill payment and apology in recognition of shortfalls in customer service.

1.2

C disputed bill received from the company as C said gas was with another company. C continued to complain but remained dissatisfied with the company's response. C complained that the company was still reading the meter without authority. C requested compensation and written confirmation that C was not a customer of the company. The company said that the previous occupier of C's property had agreed to transfer the gas supply. The previous occupier then moved but did not inform the company. As a consequence the company transferred the gas supply and was the registered supplier. The company said it had arranged an erroneous transfer but the other company was having technical difficulties. The company had removed an outstanding balance for electricity owed by C and had also awarded a nominal goodwill payment.

The Ombudsman said that the company could not be blamed for the situation. However, the Ombudsman was concerned that the company changed the account into C's name without making direct contact to discuss the situation. This was viewed as a shortfall in customer service. The Ombudsman required the company to keep C updated on the erroneous transfer, award a further goodwill payment and send written assurance that C's credit file would not be affected.

1.3

There was a delay in the Company updating its records to show a meter exchange at C's property. This resulted in a debit balance accruing on the account and C was also charged on an incorrect tariff. The Company updated its records and re-billed the account, but failed to adjust the estimated readings used to bill the account, resulting in the estimated being too low. As a result, a further debit balance accrued. The Company obtained an actual meter reading and issued an up to date bill. C disputed the large balance. The Company investigated and found C had been overcharged. It corrected the account, issued a revised bill and provided a credit as a goodwill gesture. However,

C remained unhappy with the explanations the Company provided and the outstanding balance. A deadlock letter was issued and C was advised payment collection would continue. As no payment was received, the Company removed the credit meter from C's property and installed a prepayment meter. C was unhappy with its actions.

The Ombudsman considered the Company's failure to maintain up to date records, obtain actual meter readings and correctly adjust the account to be reflective of a shortfall in customer service. The Ombudsman was satisfied C had now been billed correctly and that the Company had the right to proceed with payment collection. The Company was required to re-bill the account, withdraw any outstanding charges for usage more than 12 months old, and confirm its records had been updated to reflect the recent meter exchange, provide an additional goodwill credit and ensure C's prepayment meter was correctly adjusted to take account of any reductions made to the account balance.

1.4

C asked the company to fit prepayment meters in order that any debt could be managed. There was a delay in the company attending to carry this out. The company did not fit a pre-payment meter and instead fitted a credit meter. C started to receive high bills based on estimated readings. C contacted the company providing the accurate readings however these were not used. C later transferred to another company but the problems persisted. C later transferred back to the company on the advice that a prepayment meter would be fitted. The company later advised that this could not be done for some time. The electricity meter was eventually fitted however the company advised that there would be a delay with the gas meter. The company advised that the incorrect details for the meter were held on the national database and therefore it could not bill correctly and the meter operator could not fit the prepayment meter. The company later resolved the problem and fitted the meter.

The Ombudsman concluded that there had been a delay in updating the details and that C had experienced a shortfall in customer service. The Ombudsman required the company to issue an apology, ensure that an amended bill was sent, if any debt was remaining, then clear any previously unbilled charges prior to one year from the issue of the bills, issue a detailed breakdown of the account, offer a goodwill payment for the shortfall in customer service, confirm that this had no adverse affect on C's credit rating and to ensure any repayment amount took into account C's ability to pay.

1.5

C received large bill in July 2007 backdating usage to 2003. The company had used estimate readings rather than the actual readings it had taken. C disputed the bill and the charges raised. The Company investigated and applied a goodwill credit due to the problems experienced.

The Ombudsman required the Company to only backdate charges twelve months, offer the C a payment plan and apologise in writing with a further goodwill gesture.

1.6

C paid by a fixed Direct Debit amount to the Supplier. C noticed that the Supplier had taken a much higher amount than usual by Direct Debit. C queried this and was informed that the payments had not been sufficient to cover the usage and as such the payment had been increased. C advised that no notification of this had been provided. The Supplier informed C that a letter had been sent however C had not received this. C pointed out that the payments should have been reassessed annually however there had been a delay in doing this. C continued to complain to the Supplier that some of the readings had been estimated. The Supplier advised that the meter reader had not always been able to gain access to the property. C asked for a meter accuracy test to be completed. The meter was found to be working correctly however it was agreed that due to the age of the meter it could be exchanged. An appointment was arranged but later cancelled by the Supplier.

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, offer a goodwill payment to reflect the distress caused, the delay in reassessing the account and for the shortfall in customer service, offer energy efficiency advice, discuss the exchange of the meter detailing any costs involved and to offer a payment plan taking into account C's ability to pay.

1.7

C is unhappy that C's token meter was changed to a key meter and the Company realised that it had not recalibrated C's meter, which resulted in a large outstanding balance. C noted that the Company had applied adjustments and credits to C's outstanding balance which were inconsistent and inaccurate and that it never produced a statement confirming how the adjustments had been applied.

The Company acknowledged that it had not recalibrated C's prepayment meter in line with its price increases; however, it confirmed that it had adhered and applied its recalibration policy and therefore withdrawn a proportion of the outstanding balance. Furthermore it confirmed that it had offered him an extended payment plan to help pay off the outstanding balance.

The Ombudsman acknowledged that the Company had adhered to its recalibration policy. However, the Ombudsman could not find any evidence to suggest that C's prepayment meter had ever been recalibrated or whether the Company had ever made efforts to do so. Taking this into consideration, the Ombudsman recommended that the Company withdraw C's outstanding balance in full. Furthermore, the Ombudsman considered that C had been inconvenienced by this whole situation and therefore required the Company to provide a full apology in writing and a goodwill payment in order to resolve the complaint.

Billing

1.8

C received a large outstanding bill which was not disputed. However, the company confirmed that when C contacted the company after this bill it should have notified that C was on the wrong meter for the type of household and energy used.

The company made various appointments to change the meter which were cancelled until eventually the new meter was installed.

C also received various confusing bills and Direct Debit re-assessments.

The company re-billed the account to ensure that C was billed as if C had the correct meter tariff at time and discounts applied.

The Ombudsman Service considered the action of the company to re-bill the account to be fair and reasonable. However, it identified further shortfalls in customer service which required the company to: offer a payment plan; Energy Efficiency Advice; goodwill gesture and letter of apology.

1.9

C was on a payment scheme yet received demands for payment of the account. C did not want to risk having the supply disconnected and paid these demands. The Company also asked C to increase the Direct Debit payments despite having a payment plan in force.

The Company acknowledged that an error had been made and credited C's account with a goodwill gesture and sent a letter of apology.

1.10

C transferred C's electricity supply to the Company but a Direct Debit was not set up for the account and the Company failed to issue a bill for a long period of time which resulted in an outstanding balance on the account. C currently makes payment via a payment card but both C and the Company are aware that a payment plan needs to be set up but C has financial limitations. C applied to the Trust Fund but had the application rejected.

The Ombudsman concluded that two attempts had been made to set up the Direct Debit which would have lessened the outstanding balance. However, the Ombudsman was satisfied that the Company had reduced the outstanding balance sufficiently which would have proved more beneficial than the application of the Back Billing Code. The Ombudsman instructed the Company to arrange a payment plan taking into account C's ability to pay and to provide energy efficiency advice to C as the consumption appeared high. The Ombudsman also believed that the Company had provided a shortfall in customer service and that a goodwill credit should be applied to the account and a letter of apology sent.

1.11

C bought a property which had two gas meters. The Company incorrectly set up three gas accounts, and duplicated readings from one meter onto the extra account, resulting in a bill being issued. C disputed this, and the Company corrected the account information, cancelled the incorrect account and withdrew all charges relating to that account. The Company credited C's account with a goodwill gesture, but C remained unhappy.

The Ombudsman concluded that the Company had taken corrective action, but that the goodwill gesture was insufficient. The Ombudsman instructed the Company to make a further credit to C's account, and to send a letter of apology to C for the shortfall in customer service. The Ombudsman also told the Company to ensure that C's records were withdrawn from the Debt Collection Agency, if applicable, and confirm that C's credit status was not adversely affected.

1.12

C was a credit meter customer of the Company. C requested a prepayment meter installation. C received letters detailing the account was closed but no information regarding the installation. C continued to chase this and some months later an engineer's visit was arranged. The visit failed although C waited in. Further visits were arranged but did not take place and on one occasion a visit took place but the work could not be completed due to safety issues. These were resolved and the meter installed. C pursued compensation requesting the final credit meter bill to be cleared. The Company made an offer by way of a goodwill gesture well above its standard rates. This was rejected.

The Ombudsman considered that the Company had failed to respond to the issue regarding the difficulties accessing the account and the account closure. It was to make a goodwill payment in recognition of the problems encountered. The goodwill gesture for the failed visits was considered generous and an apology was to be written. The bill was not to be cleared as C had used the energy and was responsible for payment. C also had the benefit of the fact that the charges were lower for a credit meter than for a prepayment meter although it was acknowledged, not as convenient.

1.13

C noticed that the Direct Debit payment had been increases considerably. C contacted the company and was advised that the payments previously made had not been sufficient to cover the actual usage. C complained that there had been no increase in consumption and also that C had been placed on a Capped Price tariff and therefore no significant increase in charges should have been incurred. The company advised that the Direct Debit payments had not previously been increased due to the fact that C had managed the account online. Prior to this time the company did not reassess payments for online customers. The company also explained that C had been on a Capped Price tariff but that this had ended and C had been placed onto another Capped Price tariff. Due to price increases, this tariff incurred higher charges. The company sent a copy of

a letter that had been sent to C at the time the Capped Price tariff had first come to an end. C sent several letters to the company and asked for an analysis of the account. The company did not initially issue this information and C complained again. A response was received advising that a response would be issued shortly however C heard nothing further until C sent a further letter. The company did later explain the increase in charges and C paid the full balance.

The Ombudsman concluded that there had been a delay in resolving the complaint but that there was no reason to doubt that the charges were incorrect. The Ombudsman required the company to issue an apology, issue a goodwill payment to reflect the shortfall in customer service and to provide a detailed breakdown of the account,

1.14

C had a meter exchange at the property however this was not updated in the company's records and as such C received incorrect bills. An appointment was arranged for an engineer to check the meter details however no one arrived on this date. There was a delay in issuing a corrected bill and on doing this; an outstanding balance remained on the account. C sent several letters to the company however no response was received. The company also did not keep C updated of the progress of the complaint.

The Ombudsman concluded that there had been a delay in updating the records to show the meter exchange and that C had experienced a shortfall in customer service. The Ombudsman required the company to issue an apology, apply the ERA (Energy Retail Association) Code for Accurate Billing and clear all previously unbilled charges prior to one year from when the account was billed correctly, to offer a goodwill payment to reflect the delays and the shortfall in service, to issue a cheque for compensation for the missed appointment and for failing to make the payment as per the company's own policy and to offer a suitable payment plan taking into account C's ability to pay.

1.15

C received a bill for debt incurred as a result of the non recalibration of a prepayment token meter, which became evident only after a new key meter was installed. C complained to the company who accepted it had made an error in not arranging recalibration sooner but stated that the balance remained outstanding and that C should pay this.

The Ombudsman required the company to clear the outstanding balance as the recalibration had not occurred for over two years and, whilst it claimed it had advised C of the price increase and then tried to make contact with C to arrange this, this was not satisfactorily demonstrated. The Ombudsman also required the company write to C, apologising for any inconvenience incurred and the shortfall of customer service experienced and pay C a nominal goodwill sum in recognition of this, in addition to reimbursing C with any payments made to clear the outstanding debt.

1.16

The company noticed that the meter details on the account were different to what was on the meter and that there was a mix up with metric and imperial readings. This led to an outstanding balance on the account.

C made numerous calls and sent various letters to resolve this matter, but did not receive any written explanation.

The company did not provide a case file and had to assess the evidence on what was presented to the Ombudsman.

The Ombudsman Service considered that an investigation was required by the company to provide written details of the meter exchange, readings taken and an explanation on why the account had been backbilled for several years.

On the evidence presented, the Ombudsman Service also required the company to issue a correct bill and apply the backbilling Code.

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

1.17

C complained to the Supplier after receiving a backdated electricity bill. The Supplier advised the additional charges were due to day and night meter readings being transposed in error. In an attempt to resolve this, the Supplier made a goodwill credit to the account. C remained unhappy and asked for this to be reduced further.

It was concluded that the error had resulted from the Supplier failing to bill the account with due care or attention. It was therefore proposed that the outstanding balance was reduced in consideration of the Back-billing Code, and a further goodwill credit applied in consideration of the poor customer service provided. This was to be sent with a letter of apology and the offer of a payment plan.

1.18

C received a high bill from SP. In enquiry, SP confirmed that it had used estimated readings to prepare C's bills for a period of three and a half years, despite having obtained regular meter readings during this period. C declined SP's offers to resolve the complaint

The Ombudsman directed that SP should re-bill C's account under the provisions of the Billing Code of Practice. The Ombudsman further directed that SP should apologise for the shortfall in customer service and make a goodwill gesture

1.19

C received a large electricity bill for back dated charges due to the use of estimated accounts. The supplier had taken an actual reading but ignored this because of the large difference until it received another actual reading eight months later when it then sent a correct bill. C complained and the supplier maintained the charges as C had not provided any customer readings. C asked for a deadlock letter but received no reply.

The supplier made a goodwill offer which C declined. The Ombudsman considered there was no evidence to show that the supplier had attempted to take any actual readings for over two years and had ignored the one actual reading it had taken. The Ombudsman required the supplier to apply the spirit of the Billing Code to the balance, to apply a goodwill credit for the shortfall in customer care, to offer energy efficiency advice and to offer an extended repayment plan taking C's ability to pay into consideration.

1.20

C received a final bill some time after vacating a property. The company had based this on an estimated reading and took payment from C before C had cancelled their Direct Debit. C requested a refund of the payment taken.

The Ombudsman was satisfied that the company had advised C that the payment would be taken and that, whilst the estimated reading may be incorrect, there was likely to be a charge for energy used that C would be responsible for. The Ombudsman therefore required the company to re-bill C, estimating the final reading based on one previously given by C and refund C with any difference in costs. The Ombudsman also stated that the company should advise C's new supplier of the amended end reading so its records could be adjusted accordingly and advised C that this was likely to result in a debt accruing on their new account. The company was also required to apologise for the shortfall in customer service experienced by C during this time and make a nominal goodwill payment in respect of this.

1.21

C considered that the Company continued to bill C for a long period time using estimated readings when C had provided the Company with actual readings throughout this period.

The Company considered that C had not helped the Company in obtaining actual readings and therefore it did not have to apply the Back Billing code and therefore could demand payment for this period.

The Ombudsman noted that the Company had obtained actual meter readings from C and Data Collectors throughout the disputed period but had not used these readings to bill C's account. In light of this the Ombudsman considered that the Company should apply the Spirit of the Back Billing Code and therefore only back bill charges for the previous two years. The Ombudsman also considered that the Company should have

investigated the problems with C's readings sooner and therefore recommended a goodwill payment for these shortfalls in customer service.

Billing – Inaccurate Invoices

1.22

C paid for energy using a smart card but repeatedly received bills and threats of legal action for non payment. C contacted the company who investigated the misdirected payments but the misdirected payments continued and C continued to be billed for electricity. The company confirmed that the misdirected payments had been traced and apologised for the poor customer service C had received.

The Ombudsman concluded that C had received poor customer service and had been inconvenienced by the time taken by the company to resolve the situation. The Ombudsman required the company to make a goodwill payment and a written apology.

1.23

C received large bill from the company and contacted it to query the bill. The company advised C that the large balance had accrued as it had under estimated C's consumption. In addition, during its investigation into C's account, the company had failed to issue C with a number of bills and had failed to use actual readings that it had obtained over a period of time. The company issued C with a goodwill payment to reflect this but C remained unhappy.

The Ombudsman concluded that C had experienced various shortfalls in customer service as the company had failed to use actual readings it had obtained and failed to issue C with bills. Both of these shortfalls contributed to the large outstanding balance. The Ombudsman decided that the company should issue C with an apology, re bill C's account using the actual readings it had obtained, withdraw all previously unbilled charges over one year old and offer C a payment plan taking into account C's ability to pay

1.24

C's meter was exchanged from a token prepayment meter to a key meter. The company discovered that it had failed to recalibrate C's meter to reflect the price increases that had taken place. C had been receiving regular statements showing a debit balance but says that the company advised not to worry about it as C had a prepayment meter. C requested that a credit meter be installed but was informed this could not be done until the outstanding balance had been cleared.

The Ombudsman concluded that C had experienced a shortfall in customer service.

The Ombudsman decided that the company should withdraw all previously unbilled charges inline with the Billing Code, issue C with an apology and a payment plan taking into account C's ability to pay. The Ombudsman is unable to comment on the company's commercial decision not to install a credit meter.

1.25

C believes that the meter reading used to open C's account with the company does not correspond with the reading used to close C's account with the previous supplier. C states that some DD payments that have been made are missing from the bills that company has issued. C finally states that the meter may be faulty as C's consumption and DD payments have increased.

The Ombudsman concluded that the company should contact C's previous supplier and clarify the final/opening reading and if necessary amend C's account. The company should provide C with copy bills so that C can reconcile the payments showing on the bill with the payments C believes have been made, if necessary C should investigate any missing payments. If required by C, the company should arrange a meter accuracy test and review the information provided by the energy efficiency advisor and agree a DD figure with C.

The Ombudsman decided that C had experienced delays and should be issued with an apology and a goodwill payment.

1.26

C complained that the company billed them for arrears after their pre-payment meter had not been updated. C complained to the company which applied the billing code and agreed to allow C to repay the arrears over an extended period. C rejected this offer, wanting the debt halved. The company refused to do this.

The Ombudsman considered the supplier had applied the billing code correctly and that the payment plan was appropriate. No additional action was required of the company.

1.27

C was incorrectly billed for usage against a neighbour's meter. The Company agreed to update its records and re-bill the account. It issued a bill to C. C requested an explanation of the bill, but the Company did not provide this. C disputed the charges and was not satisfied that the Company had charged correctly.

The Ombudsman was satisfied the bill sent to C was incorrect and that the meter readings used had not been taken from C's meter. In addition, administrative errors made by the Company, and its failure to explain the charges to C were considered to be indicative of poor customer care. The Company was required to arrange a site visit to check C's meter details, confirm all appropriate records had been updated, bill the account correctly, withdraw outstanding charges more than one year old, and provides a full breakdown of all payments C had made.

1.28

C received higher gas bills than expected and complained to the energy company. C was advised that it appeared that C had been overcharged, but this was not the case as it was down to recent changes in the way the company billed its customers. However, C remained dissatisfied.

It was informally agreed that the company would send C a goodwill payment and a letter of apology for any shortfall in customer care.

1.29

C received higher gas bills than expected and after calculating the usage, C considered that the energy company had charged more units at a higher rate than it should have done. C complained to the company, but it stated that C had been billed correctly.

It was informally agreed that C had been billed correctly, but the company had not explained properly recent changes in the way it billed its customers. Therefore, C received a goodwill credit and a letter of apology for the shortfall in customer care.

1.30

C complained to the supplier about its failure to place them on its gas price protection scheme. The supplier admitted errors had been made which led to C being charged at standard rates. However, it advised that the account had recently been correct to the date of the original offer. The supplier made a goodwill credit to the account in an attempt to resolve the dispute.

It was concluded that C had experienced avoidable delays and poor customer service. In resolution the supplier was required to make a further goodwill credit in full consideration of this. It was also required to send a letter of apology, provide written confirmation of the tariff amendment, send an amended bill, and provide written confirmation of the standing order amount.

It was recommended to C that they should provide an up to date meter reading to assist with this process.

1.31

C had a holiday home and received bills that were disputed.

The company offered a meter accuracy test, however there were several failed appointments which were in the main due to the company.

The Ombudsman Service considered took into account the Guaranteed Service Standard and considered these failed appointments were a shortfall in customer service.

It required the company to: arrange a meter accuracy test; goodwill gesture and letter of appointment.

1.32

C had a prepayment meter installed in order to clear a balance on a previous account. C considered the balance had been paid in full but the company had added a further amount. This was because it had previously added a lesser amount to C's meter. C was not advised that this had been done and wanted the extra balance removing and to receive compensation.

The Ombudsman considered that the balance should not be removed as it related to actual consumption. It did, however, require the company to make a goodwill payment and apology to C for failing to do this sooner and for not advising C that this was happening.

1.33

C was concerned that electricity at a new property was greater than at a previous, larger property. Company investigated C's concerns by sending an energy efficiency representative to C's house to analyse consumption and fitting a check meter free of charge. The analysis confirmed that C was using as much energy as expected and the check meter confirmed that C's meter was recording accurately.

The Ombudsman required no further action from Company, which had investigated fully.

1.34

C asked Company to take over both fuel supplies. Company failed to set up a gas account for over a year and then returned the account to the former supplier as an Erroneous Transfer. C complained and company offered a small goodwill payment.

The Ombudsman was of the opinion that C had lost significant benefits as a result of Company's handling of the account and required Company to:

- send C a goodwill payment significantly higher than it had previously offered; and
- send C a letter of apology.

1.35

C was unhappy that C had been overcharged for energy consumption. The Supplier offered a meter test which would be refunded to C if it was found the meter was faulty and highlighted C had not made any payments. However, C remained unhappy and wants this free of charge.

The Ombudsman considered that the Supplier had been reasonable in offering a meter test and there was no evidence to suggest that C's consumption was high. The Supplier was also asked to offer C a suitable payment plan.

1.36

C's supply was incorrectly transferred away from Company A. Company A arranged for C's supply to return to it, but C agreed a contract with Company B before the supply went back to Company A. C then complained the supply had not returned to Company A. Company A retook the supply as an erroneous transfer. It billed C for the period C's supply had been away from it, as C had not made any payments to another Company. C objected to this, but Company A maintained the charges. C also complained a cheque issued by the Company had not been received.

The Ombudsman considered Company A had acted correctly and had the right to charge C for the period C's supply was away from it, as there was no evidence to show C had paid for the fuel. However, it was noted Company A had incorrectly agreed a new contract with C before the erroneous transfer had completed, and this had led to further confusion. It was also unclear whether the meter readings used to bill C's account were actual or estimated readings. Company A was required to provide a small credit as a gesture of goodwill, reissue a cheque to C if it had not been cashed, confirm the actual meter readings held on the account, and clarify the account balance.

1.37

C's gas bills were increasing after a meter change and the issue was raised with the Company. The Company checked the bills and had the meter checked for accuracy. The Company confirmed that the bills and the meter were in order. C remained unhappy as the consumption had gone up but no changes had been made to the C's property. C sent further information to the Company but it failed to respond.

The Ombudsman investigated and found that the Company had failed to address the issue and that there had been shortfalls in customer service. The Ombudsman required the company to supply information to C and credit the account as a gesture of goodwill.

1.38

C received estimated bills for a short time. Company decreased C's Direct Debit based on these estimated bills but when an accurate reading was used C received a bill with a large balance. C complained and Company offered a payment plan. C remained dissatisfied.

The Ombudsman was of the opinion that the balance on the account was accurate but that C had experienced a shortfall in customer service. The Ombudsman required Company to:

- contact C to obtain an up to date reading and bill the account to that reading;
- send a letter of apology;
- apply a credit to the outstanding balance; and
- offer C a payment plan for the balance, which took ability to pay into consideration.

1.39

C received a large bill from the company because it had previously been underestimating C's account. The company said it had applied a reduction in the balance as a gesture of goodwill for the customer service problems C had experienced and considered this to be sufficient.

The Ombudsman was not satisfied that the company had made genuine attempts to resolve C's complaint and considered that the Billing Code should be applied. In addition to this, the company was required to make a goodwill reduction and offer an apology, a payment plan and energy efficiency advice to aid C to reduce future bills.

1.40

C complained that upon leaving The Supplier for another a larger than usual bill was sent. This was shown to be because the monthly payments made had not covered the previous bill and an amount had been carried forward. The bill was confirmed as being to a meter reading and was not shown to be inaccurate. The bill was considered payable.

No further steps were required of The Supplier in this case.

1.41

C changed from a prepayment meter to a credit meter.

The company then began billing the account, which C disputed.

The company acknowledged that C was being billed under the previous serial number and the company had used estimates to bill the account.

On the request from the Ombudsman Service for a case file, the company contacted C and sent C a correct outstanding bill and awarded a goodwill gesture, which was accepted by C as the full and final settlement to the complaint. The company and C confirmed this to the Ombudsman Service.

1.42

C transferred supply and received a number of bills from the old company all showing different balances. The company said this was because it had experienced problems in

agreeing a correct final read with C's new supplier to use at its start reading. The company also said it had become apparent that the start reading it had used was incorrect and it experienced delays in doing this. The company said this had now been rectified and a correct bill had been sent to C using this reading.

The Ombudsman was satisfied that the company had rectified the problem but considered the delay in realising there was an error with the start reading to constitute a shortfall in customer service. The company was required to apologise to C, make a goodwill payment and agree a payment plan taking into account C's ability to pay.

1.43

C received a letter from the company stating that the gas account was in arrears and no payment had been received for 23 months. C complained and advised that payments were made each month by Direct Debit. The company advised that it had closed the gas account in error. C had been paying for electricity and the company had not billed C for gas in this period. It had reopened the account and the outstanding charges were payable. C disputed this.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and advise why it did not investigate this matter earlier when meter reads were carried out. The Ombudsman further directed that SP should make a goodwill payment and maintain the offer of a payment plan.

1.44

C moved house and felt the balance on their account had been cleared. C then received contact from a debt collection agency regarding an outstanding amount, based on estimated final readings. The company amended C's account when C provided actual readings and issued C with a refund. C claimed compensation for the distress encountered by being chased by a debt collection agency.

The Ombudsman was satisfied that the company had acted reasonably as it was not aware that C had moved. As the company had previously offered apologies and explanations as to why the situation had occurred and had provided satisfactory goodwill payments, the Ombudsman did not require it to take any further action.

1.45

C experienced problems with the timing on the Economy 7 meter. A new meter was fitted however C started to receive estimated bills based on the readings from the old meter. C contacted the company and was advised on several occasions that someone would come to take readings from the meter but this did not happen. C continued to complain asking for a corrected bill to be issued.

Following the Energy Ombudsman's request for a case file, the company contacted C and issued an amended statement using the correct meter details and showing a credit

balance. 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.

1.46

C received no bills from the company for a period of three years. They then received a large bill. The company advises it has back billed C for a period of two years only and offered C a payment plan to pay the remainder off.

The Ombudsman found that the company has adhered to the back billing code and considered this sufficient in addressing the errors with handling C's account. The company was required to maintain its offer of a payment plan. It was found that there had been a delay in responding to C. The company was required to apologise and award a gesture of goodwill in recognition of this.

1.47

C realised that the meter had been crossed with a neighbour's meter and that C had been paying for the neighbour's usage. C asked the company to update the details to reflect the correct meter. Several appointments were made however the engineer did not attend some of these and on another occasion that engineer arrived earlier than requested. During this time C continued to receive bills containing the incorrect serial number.

The Ombudsman concluded that there had been a delay in updating the details and required the company to issue an apology, offer compensation for the missed appointments and for failing to make the payments as per the company's Guaranteed Standards, to update the meter details re-billing the account and if the company was to charge for the entire period and an outstanding balance remained on the account then to apply the ERA (Energy Retail Association) Code for Accurate Billing and clear any previously unbilled charge prior to one year, to offer a goodwill payment for the delay in updating the details, to advise C if any further action needed to be taken in regards to the other company that had been supplying the property and to offer a suitable payment plan to pay any outstanding balance taking into account C's ability to pay.

1.48

C is unhappy that C received a large bill statement which was substantially larger than any bill C had received before. C considered that the meter readings and the consumption rates were incorrect

The Company accepted that C had received incorrect bill statements and that the consumption rates were too high. The Company stated that in recognition of this it is willing to considerably reduce C's account balance.

Due to lack of evidence the Ombudsman could not establish whether C's meter was faulty. However, it noted the Company had continued to send C Debt Collection letter and considered the Company had not taken the necessary steps to resolve the billing problem or C's complaint.

In view of the potential faulty meter, the Ombudsman recommended a site visit to check the meter. The Ombudsman also asked the Company to maintain its offer to reduce C's account balance and provide a breakdown of C's account. However, the Ombudsman did not consider that reduction applied did not adequately reflect the inconveniences caused. In light of this, the Ombudsman recommended a further goodwill payment and a full written apology for the shortfalls in customer service.

Billing – Inaccurate Meter Readings

1.49

C is a landlord owning three flats in the same premises. C asked that the gas and electricity supplies were taken over by Company. There was confusion with which addresses were linked to which Meter Point Reference numbers, Meter Point Administration Numbers, and meter serial numbers. C complained and Company did not resolve the problem for several months. Company advised the Ombudsman that it would take steps to ensure records were accurately updated and cancel all previous charges.

The Ombudsman welcomed Company's proposal but given the delays in this case required SP to send a letter of apology to C and make a goodwill payment. On meter had been disconnected and another incorrectly transferred away as an erroneous transfer during the complaint and the Ombudsman required Company to contact C to confirm if C wanted Company to supply those meters.

1.50

Case Summary

C is unhappy that C applied to transfer C's electric and gas supply to the Company at the same time but that the electricity supply was delayed for over three months. C considers that C has incurred numerous financial losses as a result, such as dual fuel discount and Direct Debit discount due to the delay in transferring C's supply.

The Company acknowledges that it had initially transferred an incorrect electricity supply and that was why C's supply was delayed. In light of this, the Company calculated the discount that should have been applied and credited this to C's account

The Ombudsman noted that the discount calculations provided by the Company were inconsistent and unclear and that the discounts applied were different to the calculations.

In light of this, the Ombudsman recommended the Company to adjust the discount applied to reflect its calculations.

Furthermore, the Ombudsman recommended a goodwill payment and a full apology for the inconvenience caused and the shortfalls in customer service.

Transfer – Quality of Customer Service

1.51

A representative of the Company called C and offered cheaper energy. C agreed and the direct debits were set by the agent. C then received bills showing a debit balance and a subsequent notice that the direct debits were to increase significantly. C was upset and complained. As C did not receive a response further letters were sent and following an investigation by the Company a response was written acknowledging that the agent had set the direct debits on cost not on consumption and consequently these did not cover the use. The Company offered C the option of returning to the previous Supplier or remaining and applying a standard goodwill credit. C rejected the offer.

The Ombudsman considered that the Company agreed that C had been misinformed and that the offer to return to the previous Supplier should stand. C was responsible for the consumption but had transferred on the promise of cheaper energy. The Company was also to make a goodwill credit equivalent to one month's payment in recognition of a shortfall in customer service, the time, inconvenience and expense caused and for the initial error by the agent which was unacceptable. C had received a sincere apology and had been given an explanation of how C had built up a debt.

1.52

The Company incorrectly took over C's gas and electricity supplies and attempted to collect payment from C's bank account. The payment failed and C incurred bank charges. C sent the Company a copy of C's bank statement and the Company agreed to refund the payment plus the bank charges. C received the refund after a lengthy period and cashed the cheque.

The Ombudsman concluded that the Company had delayed issuing the refund, which was originally sent to an incorrect address. In recognition of this delay and the fact that the cheque was sent to an incorrect address the Ombudsman instructed the Company to make a goodwill payment and send a letter of apology.

1.53

C requested that a credit meter was installed at C's property to replace the existing prepayment meter. The Company replaced the Economy 7 prepayment meter with an Economy 7 credit meter. C contacted the Company to query a bill and the error was

discovered. The Company applied a credit to C's account but did not explain how this had been calculated. There then followed a series of failed appointments to exchange the meter and C started to receive correspondence from a Debt Collection Agency. C transferred to a new Company and the Company decided to withdraw the remaining balance as a goodwill gesture but C remained unhappy.

The Ombudsman required the Company to provide an explanation of the credit that had been applied to the account. The Ombudsman decided that the Company should make a goodwill payment to C for the failed appointments and to confirm that C's credit rating had not been adversely affected. The Ombudsman decided that the Company had provided a shortfall in customer service and instructed the Company to make a further goodwill payment and send a letter of apology.

1.54

C had a three rate electricity meter. The company was not able to offer a tariff to cover the three rate meter and instead C was charged the same rate for all usage. C received bills showing several discrepancies. Some payments were missing, only two readings had been used on occasion, the readings were not carried over from the previous bill correctly and the amount owed was incorrect. The company made several attempts to amend the account however there was still errors in the billing.

The Ombudsman concluded that errors had been made and required the company to issue an apology, issue a detailed breakdown of the account ensuring that all three readings were used to bill the account and that all payments were reflected and to offer to a goodwill payment to reflect the errors.

1.55

C complained when the company stopped collecting Direct Debit payment for the dual fuel account. The company established that an error on C's gas account had resulted in the payment frequency being amended to quarterly whilst C's electricity supply had been incorrectly recorded as a prepayment account. This resulted in an underpayment occurring. C felt the company had not administered the accounts in a responsible manner and asked for a reduction in charges.

The Ombudsman concluded that since both accounts were on the correct tariff, a reduction in charges was unwarranted. However, there had been a shortfall in customer service and so the company was required to issue an apology and make a goodwill payment. In addition, the company was required to offer a suitable payment plan to allow C to pay the outstanding balance taking into account his ability to pay.

1.56

C had been on a discount tariff with the Supplier for several years and had been experiencing increasing charges every year. C complained to the Supplier about this

and disputed the Supplier's claim that C was a high user. The Supplier maintained that its charges were calculated correctly and that C was a high user.

The investigation found that the tariff was renewable every year and that SP wrote to those customers to advise of the charges for the new year. It was found that the Supplier had advised C it believed C was a high user and offered ways for C to reduce this. From the evidence provided, the investigation could not say, conclusively, that the Supplier had been incorrectly charging C for the energy used. Nevertheless, it was proposed for the Supplier to provide C with the meter reading history which it had also provided for the investigation.

1.57

The customer believed the company's bills were incorrect. The company issued a bill based on an estimated reading which turned out to be higher than the actual reading. Despite the actual reading being less than the estimated, the bill had increased. On contacting the company the customer was advised that the bill should be reduced.

In resolution the company explained its billing system to the customer and confirmed the charges were correct. It made a goodwill gesture for the incorrect advice given.

1.58

C was unhappy that a large bill was sent after three years as the Company had taken over supply erroneously and a bill had not been provided at this time. The Company decided to bill C for two years only, however C remained unhappy and raised issues regarding the way the complaint was handled.

The Ombudsman considered that the Company were reasonable in billing C for two years, but asked it provide C with a goodwill gesture and apology due to the way the complaint had been handled.

1.59

C moved into property in December 2006, and has asked the Company to provide gas and electricity bills on numerous occasions. The Company has stated that a block was incorrectly placed on C's electricity account, and it would obtain a current meter reading and apply a discount. The Company explained that the gas supply had not been transferred, and C's gas is currently shipperless. The Company is willing to transfer C's gas supply if C wishes to do so. C also complained that numerous letters had been sent to the Company, but C had received no response.

The Ombudsman concluded that the Company should obtain a reading from C for electricity and apply a discount to this bill. C was asked to contact the Company if C required the gas supply to be transferred. The Ombudsman also instructed the Company to award a credit to C's account as a goodwill gesture, and to send a letter of apology for the service provided.

1.60

C complained that the company sent bills for incorrect arrears amounts. C complained and the company stated the arrears had accrued because it had not been able to update C's meter; C disputed this. The company stated the Billing Code did not apply, due to the dates and the reason for the arrears, but offered a goodwill credit and to reset collection of the debt at the lowest rate possible.

The Ombudsman concurred with the company; it had not acted inappropriately and any period for which the Billing Code may apply would be covered by the goodwill gesture; collection of the debt at the lowest rate was also considered appropriate. The company was required to ensure the credit left on C's old meter at the time it was exchanged was transferred to the new one, as C doubted this had been done.

1.61

The Company incorrectly applied two Direct Debit payments to C's account and then refused to refund a credit balance after agreeing to do so. C is also unhappy that the Direct Debit was increased without C's agreement.

The Company contacted C and discussed the payment situation fully with C who understood the explanation. The Company agreed to credit C's account with a goodwill gesture.

1.62

C did not receive a bill for a long period after moving into a new property. C disputed the charges and the Company agreed to apply the backbilling code. Charges were withdrawn and the Company notified C of the new outstanding balance. C remained unhappy and did not want to pay any charges to the Company. C also complained that C had requested details of the Dual Fuel discount but this information had not been supplied.

The Ombudsman concluded that the Company had acted reasonably by withdrawing charges and instructed the Company to contact C to arrange a payment plan. The Ombudsman also instructed the Company to provide C with details of the Dual Fuel discount. The Ombudsman also decided that the Company had provided a shortfall in customer service and should credit C's account with a goodwill gesture, and send a letter of apology.

1.63

Domestic Customer – Inaccurate billing

The complainant was sent bills by the company and it was later discovered that there had been a mix up with meter readings as Day and Night readings had been read the wrong way round. The company re-calculated the complainant's account set against the true reads but this produce a high bill for historical consumption. The complainant complained about this to the company which accepted that there had been an error and offered to make a goodwill gesture for the shortfall. The complainant was unhappy with the offer and made a complaint to the Ombudsman.

The Ombudsman commented that there had been a shortfall in customer service but the fact remained that the complainant had now been billed correctly and had consumed energy and remained responsible for the chares this incurred. The Ombudsman recognised that there had been a shortfall in customer service on the part of the company but the Ombudsman was also satisfied that the offer of goodwill the company had made was in proportion to the circumstances of the complainant, and in concluding the case, the Ombudsman directed the company to maintain the offer.

1.64

C received a bill and disputed the charges. The Company arranged a site visit and it was found C's meter had been crossed with the meter at another property. The Company agreed to correct the meter details and issue a correct bill, but this did not happen.

The Ombudsman was satisfied the Company had made appropriate arrangements for the meter details to be corrected. However, it was considered that the Company had not actively monitored the matter, or provided C with regular updates. This was deemed to be reflective of a shortfall in customer service. There was also no evidence to show the matter had now been resolved. A goodwill gesture already provided by the Company was acknowledged. However, in consideration of the delays and the inconvenience caused, the Company was required to provide a further payment as a gesture of goodwill, maintain its offer of a payment plan, provide C with regular updates regarding correction of the meter information until such time that the information was amended and confirm in writing when the account was corrected and billed accurately.

1.65

C's supply was erroneously transferred from Company A to Company B. There was a delay in the supply returning to Company A. Company A told C payment would not be required for fuel used during the period the supply was with Company B. C was then informed payment would be required. C received a bill but disputed the charges. C was unhappy with the contradictory advice received and asked Company A to demonstrate that the charges it had billed for were correct. Company A did not reply.

The Ombudsman was satisfied the Company A was not responsible for the delay in C's supply returning to it, and considered it had acted correctly. It was also accepted that C was responsible for payment of the fuel used during the erroneous transfer period. However, the contradictory advice C had received, and the Company A's failure to respond to C's complaint were considered to be reflective of a shortfall in customer

service. Company A was required to send a letter of apology, provide a credit as a gesture of goodwill and offer C a payment plan. It was also required to provide C with details of the meter readings held on the account, confirm that any queries about the readings had been resolved and to explain the charges on the account.

6.0 Billing - Inaccurate Meter Reading

6.1

C disputed meter readings. C contacted the company but it failed to resolve the issue. This case was resolved prior to investigation as the company completed the necessary amendments and also removed the outstanding balance on C's account.

6.2

C received estimated bills despite the company obtaining actual meter readings. C contacted the company in an attempt to resolve the matter as the company sent C reminder based on incorrect estimated readings. A correct bill and goodwill payment has now been sent to C

7.0 Billing - Incorrect Account Details

7.1

C complained that the Company continued to bill C as if C had an imperial gas meter when it was metric. C complained that the Company failed to resolve this problem.

The Company resolved the issue and re-billed the account to show a metric meter and also awarded a nominal goodwill payment.

11.0 Billing - No Bill Received

11.1

C moved address from flat 3 to flat 4 and informed the Company. C complained that the Company continued to bill C for usage at the old address and also failed to bill C for usage at the new address for several months. C also complained of debt collection letters chasing payment of differing amounts. C requested that the outstanding balance be removed. The Company said that it had billed C correctly for the usage at old address

although the final bill did take eleven months to produce. The Company also advised that C had been billed correctly for usage in the new property. The Company said it had offered a goodwill payment but C declined this.

The Ombudsman was concerned that the Company failed to provide a final bill for eleven months and failed to provide a first bill at the new address for eight months. These delays were viewed as unacceptable. The Ombudsman was also concerned that the Company referred an incorrect balance to a debt collection agency. The Ombudsman required the Company to award a further goodwill payment, ensure C's credit file had not been affected and to send a letter of apology.

11.2

C did not receive a bill for a considerable length of time and this resulted in a large outstanding balance when the account was finally set up.

The Company apologised for the shortfalls in customer service and provided a goodwill payment.

This resolved the complaint and no further action were required by the Ombudsman.

13.0 Billing - Payment Method

13.1

C complained that the Company incorrectly allocated another customer's payments to C's accounts. C called to query this but received no resolution. C then received a bill for usage minus the incorrect payments. C disputed the outstanding balance and requested that the back billing code was applied. The Company said that C's account had been credited in error with another customer's payments. The Company said it had offered C an extended payment plan.

The Ombudsman said that in this instance the back billing code did not apply because C did receive bills and also there was no dispute with the actual usage charged to C. The Ombudsman was however concerned that the account records showed contact from C two years prior to the Company resolving the issue. The failure to investigate the issue at the time was viewed as a service shortfall. The Ombudsman required the Company to award a nominal goodwill payment and to contact C to arrange a payment plan.

14.0 Billing - Quality of Customer Service

14.1

C was supplied with electricity by the Company and received a very large bill following a meter reading. C complained and the Company investigated. C claimed that there had been considerable usage charged in just one quarter. The Company arranged for a check meter to be installed but cancelled the visit on a number of occasions which frustrated C. Debt recovery action was also commenced. C continued to dispute the matter and the Company wrote and apologised providing an explanation that it had failed to take readings for two and half years. It offered a 10% reduction on the bill and a repayment option. C complained the Company's advisers had poor customer relations skills. C continued to dispute the bill, the meter was changed and the matter was referred to the Ombudsman

The Ombudsman considered that the high bill had been caused by the failure to bill accurately for the period and the meter reading may have been incorrect from the meter reader. The Company was to consider the billing code and review the bills applying an average usage based on historical data. It was to reduce the bill by the lower of the unbilled usage for the previous two years or the 10%. It was to increase the payment made in recognition of the failed visit as it had promised visits on three occasions. The debt recovery action was to cease and the repayment option re-offered. A further apology was to be made and it was to monitor complains regarding advisers' customer service skills.

14.2

TP complained that C had been billed incorrectly due to transposed readings. The Company resolved this but TP disputed the amended bill because of the brought forward amount. TP sent letters to the Company but remained dissatisfied with its response. The Company said it had billed C correctly now and due to a system error the readings had been transposed.

The Ombudsman was concerned that the Company had in error transposed the readings. The Ombudsman however examined the amended bill and agreed it was correct. The Ombudsman explained that the amended bill in affect cancelled out the previous bill but because the previous bill included gas charges and payments that were correct then the amount had to be brought forward. The Ombudsman confirmed that C had not been charged twice for gas but appreciated that the amended bill was confusing. The Ombudsman was also concerned that the Company had not provided an explanation that was understandable. The Ombudsman required the Company to award a goodwill payment and send C a letter of apology. The Company was also required to provide a full breakdown of the account and confirm what the current monthly payments needed to be.

21.0 Transfer

21.1

C complained that the company failed to complete a transfer from C's old address to the new one. C stated they had been informed there was an issue over a third party which was the previous supplier. The company investigated this and resolved the issue. It proposed a goodwill payment and a payment plan for the inconvenience.

The Ombudsman considered the issues for C had effectively been resolved and that the goodwill payment and payment plan were appropriate. However, given the circumstances with the delay in resolving C's problems, the company was required to make a written apology that acknowledges the shortfall in customer service.

21.2

C moved into a property and contacted the company asking to provide information on the price and tariff options. C later received bills from the company and complained that at no point had a transfer to the company been requested. The company advised that it was already registered at the property and as such C has entered into a deemed contract meaning that it was allowed to bill C until a transfer to another company was requested. C disputed the charges of the bill believing them to be much higher than expected. C also continued to complain that no information on the prices had been issued. As C had not made any payment on the account, a large outstanding balance accrued on the account. The company did suggest that there may be an issue with the start reading. C stated that a transfer to another company had been requested but the company maintained that it had not received any request and even if it had, a transfer would not be allowed due to the fact that a debt remained on the account.

The Energy Ombudsman concluded that the company was allowed to bill the customer on a deemed contract however it was acknowledged that C's bills were high and that the company had not offered C any energy efficiency advice to try and reduce this. The Ombudsman required the company to issue an apology, recalculate the start reading based on actual consumption, if this was correct then provide C with some energy efficiency advice, offer a goodwill credit to reflect the shortfall in customer service and to offer a suitable payment plan taking into account C's ability to pay, allowing C to transfer once the debt was cleared.

25.0 Transfer - Incorrect Action Taken

25.1

C's supply was erroneously transferred. The matter was rectified but in the meantime C received payment reminders and debt collection letters. The company had offered a goodwill payment but C requested this was increased.

The Ombudsman considered that the company had acted correctly in returning C's supply to their original supplier. It acknowledged that the company had provided a service shortfall in view of the length of time it took to do this; however, it was satisfied

that the payment made was satisfactory. As such, the company was not required to take any further action.

48.0 Sales - Mis-selling

48.1

C was misled by a company sales agent into believing that the company could reduce C's bills. C's energy supply was transferred to the company. C did not receive a bill for a number of months and when a bill was issued C's account was in large arrears. C also states that the company did not provide the incentives that C was initially promised. The company transferred C back to his originally supplier, C was not happy with this. The Ombudsman concluded that C had been misled by the sales agent and had experienced a shortfall in customer service.

The Ombudsman decided that the company should provide C with an apology, goodwill payment and discuss with C its most suitable tariff and if necessary make arrangements for C to be transferred back to the company.

48.2

C was mis-sold a contract by the company. The company accepted this and service was changed back to the original supplier, however, the company continued to bill C. This case was resolved informally prior to investigation, as the company offered a goodwill payment, an apology, to withdraw charges and to confirm C's credit rating had not been affected.

48.3

C believes was misled by Company's representative with regard to tariffs. Advised incurred costs in bringing the matter to Company's attention.

Company agreed clear outstanding account balance by way of goodwill gesture.

The Ombudsman accepts this resolution.

49.0 Sales - Quality of Customer Services

49.1

C's gas supply was disconnected by the company because it believed there was an illegal bypass on the meter. This was in fact incorrect and was confirmed by the company as being so six days after the disconnection had taken place. C's gas supply

was not reconnected for a further eight days, leaving C without gas for two weeks. The reconnection was done by C's third party engineer as there were problems in getting the company to do this. The company settled the bill for this and offered C a goodwill payment which C considered to be unsatisfactory.

The Ombudsman was of the opinion that the company should have conducted its investigation into the alleged bypass before disconnecting C's supply. The Ombudsman considered this and the subsequent delays in reconnecting C's supply to constitute a customer service shortfall and required the company to make a larger goodwill payment and apology to C for this.

49.2

C moved out of a property and was entitled to receive a refund from the company for credit on the account. The cheque was sent by the company to the wrong address and cashed by a bank with which the company had an agreement. The bank did not request the identification required to do this. As the cheque was cashed, the company said it would not issue a replacement as it considered it wasn't its fault. C contacted the police in order to gain a resolution but was unsuccessful. The bank made a refund but C claimed compensation for the delays in addition to an apology.

The Ombudsman considered that the company had exhibited poor customer service. It had sent the cheque to an incorrect address, thereby allowing it to be received by the wrong person. As it was the company, not C which had an agreement with the bank, the Ombudsman considered that it should have made the refund to C then pursued the bank to recover its losses. In view of this, the company was required to apologise to C for its shortfalls and make a goodwill payment for this.