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1.0 Billing

1.1

C was paying a debt on a prepayment meter that was not owed. This matter came to light when C changed suppliers. The original Supplier has no record of the debt being set onto the meter however it was accepted that the meter had not been reset since leaving its provision.

On the balance of evidence submitted for review the Ombudsman concludes it likely C overpaid the Supplier and a refund is warranted. There was substantial evidence of a shortfall in the customer service demonstrated on this case therefore a letter of apology was required.

1.2

C complained to the supplier about its failure to produce a gas bill and that the electricity bills received were incorrect. It was evident that the problems on the gas account had been caused by an incorrect reading being provided on transfer, and that a systems error had caused further billing problems on the electricity account. The supplier confirmed these errors had since been rectified, although it acknowledged some avoidable delays had occurred.

It was concluded from the balance of available evidence that both accounts were now correct, but that C had experienced avoidable delays and poor customer service. In resolution the supplier was required to send a letter of apology, and make a goodwill credit to both accounts. The supplier was also required to provide a full written breakdown of both accounts to clarify how the outstanding balances have been calculated.

1.3

C moved property and provided a meter reading for the supplier. This was accepted by the supplier, but after a new tenant moved in and provided a new reading, a recalculated bill was sent out. C complained at length but the supplier maintained this as being accurate. C then brought this matter to the Ombudsman complaining about billing problems and poor customer service being received. The supplier then tried to resolve this matter by canceling the disputed balance and making a goodwill offer, but this was rejected by C.

After reviewing this matter it was concluded that the rebilling of the account was misguided given that the meter wasn't read when C moved, or when the new tenant moved in. However, the supplier's subsequent decision to cancel the full outstanding balance was welcomed, whilst the goodwill offer proposed appeared appropriate. Therefore the supplier was required to maintain the goodwill offer, send a letter of

apology, provide written confirmation of the account closure, and ensure any adverse credit information was removed.

1.4

C complained to the supplier about duplicate billing, which supplier reviewed this and corrected through MPAS. However, this was only completed after considerable delay, and was further compounded when the supplier failed to note correct Direct Details. This led to another lengthy delay and a large bill being received by C. C complained again, with the supplier attempting to resolve the matter with a goodwill credit offer and a postponed payment plan. This was refused by C.

After reviewing this matter it was concluded that the supplier had made a number of billing errors which failed to be corrected without avoidable delays and poor customer service. In full consideration of these points, the supplier was required to send a letter of apology, maintain its offer to provide goodwill and postponed payment plan, and make a further goodwill credit.

1.5

C complained to the supplier about an incorrect final balance on their gas bill. This was acknowledged by the supplier, but despite a number of calls and letters being received, there was an avoidable delay before a corrective balance was produced. C also complained about the poor customer service received.

It was concluded that the supplier should have resolved this matter in a more timely manner and provided responses to C's letters and calls. In resolution the supplier was required to send a letter of apology, as well as written confirmation that the account had been closed with a nil balance. The supplier was also required to make a goodwill payment in full consideration of the problems involved.

1.6

C agreed a monthly payment plan with the supplier to pay off arrears on gas and electricity accounts. The supplier incorrectly recorded that weekly rather than monthly payments were required and C received demands for payment and the supplier cancelled the payment plan. The supplier apologised for the error and reinstated the payment plan. Even though C made payments to the accounts on time, the supplier passed the account to a debt collection agency and C received further demands for full payment of the due balance on each of the accounts.

The Ombudsman considered the supplier's error in setting up the payment plan to require weekly, not monthly payments to be regrettable. However, the Ombudsman was satisfied the supplier had apologised and set up a new payment plan. the supplier's mistake of passing the account to a debt collection agency was considered to be reflective of a shortfall in customer service, the supplier was required to send a letter of

apology, apply a small credit as a gesture of goodwill and agree a new payment plan which took C's ability to pay into consideration.

5.0 Billing - Inaccurate Invoices

5.1

C moved house and asked the Supplier to open new accounts on a price protection tariff. C received a bill and noticed the supplier had not applied the tariff, so contacted it to request an amended bill, which the Supplier agreed to send. C did not receive an amended bill. C also asked for the names of both householders to be shown on the account. The Supplier amended the names, but in doing so, closed C's previous account and opened a new one. C also requested that a gas account be opened, but this did not happen and C did not receive a response to letter of complaint.

The Ombudsman considered the Supplier's failure to address C's complaint, issue an amended bill or correctly open a gas account to be reflective of poor customer service. The Supplier confirmed corrected bills had now been issued, the names on the accounts had been amended and that it had provided C with a refund of the credit balance on the old accounts. Its action was acknowledged, but it was required to send a letter of apology, provide a credit as a gesture of goodwill and provide C with a response to additional points raised in C's letters to it.

5.2

C received an unexpectedly high bill, so contacted the supplier to complain. the supplier subsequently contacted C to advise that the account had been incorrectly billed since 2001 and that payment of the backdated charges was due. C complained and the supplier offered a reduction, which C declined. the supplier agreed to only apply backdated charges for two years and reduced the outstanding balance accordingly. C remained unhappy with the offer and requested a further reduction, which the supplier refused.

The Ombudsman considered the supplier's failure to check the account details or the meter readings provided to be reflective of a shortfall in customer service. However, the Ombudsman was satisfied that the adjustment of the backdated charges to a period of two years was reasonable and the supplier was not required to apply any further discounts. the supplier was required to send a letter of apology, maintain its offer of a payment plan and confirm the outstanding balance and the monthly repayments in writing.

6.0 Billing - Inaccurate Meter Reading

6.1

The Supplier incorrectly recorded C's day and night meter readings. C contacted it to inform it of the error, and the Supplier agreed to investigate, but failed to take any action. C contacted the Supplier several times, but no action was taken and C continued to receive incorrect bills.

The Supplier confirmed it had not taken corrective action following contact from C and apologised for this. It confirmed the readings had now been corrected and that a correct bill had been issued. The Supplier's failure to correct the meter readings and respond to C's complaint was considered to be reflective of a shortfall in customer service. It was required to send a letter of apology and provide a payment as a gesture of goodwill.

11.0 Billing - No Bill Received

11.1

C's supply transferred to a new Supplier. C did not receive a bill, so contacted the Supplier to complain. The Supplier agreed to investigate the matter, but did not take any action. C contacted the Supplier several times and wrote a letter of complaint, but did not receive a response, or a bill.

The Supplier confirmed it had been awaiting dataflow information before the account could be billed. However, it accepted it had not taken reasonable steps to obtain the necessary information or respond to C's complaint. It confirmed the required information had now been received and offered to reduce the balance of C's account as a gesture of goodwill when a bill was produced.

The Ombudsman considered the Supplier's delay in obtaining the dataflow information and billing the account to be reflective of a shortfall in customer service. As no information about the balance of the account had been provided, it was unclear if the Supplier's offer to reduce the account balance was reasonable. Therefore, the Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill and issue an up to date bill.

11.2

C transferred to the Supplier but did not receive a bill. C complained and the Supplier agreed to investigate the matter, but did not take any action. After further contacts from C, the Supplier found C's previous supplier had closed C's account as if it had never supplied C, so transfer meter readings could not be provided. The Supplier took steps to obtain missing data flow information from a third party, but there were delays in the provision of the information. Without the data flows, the Supplier was unable to open an account for C.

The Supplier's lack of response to C's initial contact was considered to be reflective of poor customer care. The Supplier confirmed that although the matter had now been escalated, it was unable to provide a timescale for resolution. It was acknowledged that the Supplier required the data flow information to open an account, but the delays C had experienced were deemed unsatisfactory. It was also noted that the Supplier had not put any interim procedures in place to manage the situation. The Supplier had already agreed that it would not charge C for usage for a period of time after the date the supply transferred to it. This action was considered to be reasonable. It was noted the Supplier had also sent a gift to C as a gesture of goodwill. However, the Supplier was also required to provide C with regular updates about progress regarding the opening of the account, obtain a meter reading, issue a bill and provide C with the opportunity to arrange a payment plan when the account was opened. The Supplier was also required to provide C with an estimate of usage and charges to date.

11.3

C complained to Supplier as C thought extra payments had been made to a pre-payment to pay off a previous customer's debt. Supplier made the necessary refunds and advised the Ombudsman that C had not paid the amount C had been claiming as receipts only showed half of the amount being paid. Supplier confirmed that the meter had not been programmed to recoup previous debt. The Ombudsman had no reason to doubt Supplier following its explanation by calculations. However, the Ombudsman required Supplier to provide C an apology for not responding sooner to the complaint and in recognition provide a goodwill payment.

14.0 Billing - Quality of Customer Service

14.1

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.

25.0 Transfer - Incorrect Action Taken

25.1

C contacted the Supplier to inform it of a change of address. The Supplier incorrectly closed the accounts at C's new address. C contacted the Supplier and the mistake was identified. However, the Supplier incorrectly re-opened the accounts at C's old address and cancelled the Direct Debit for the accounts at C's new property. C contacted the Supplier several times, but there was a delay in it amending its records, which resulted in C receiving large, backdated bills for usage at the new property.

The Supplier's erroneous cancellation of accounts at C's property, and the incorrect action subsequently taken was considered to be reflective of a shortfall in customer service. The supplier was required to send a letter of apology, apply a credit to each of C's current fuel accounts as a gesture of goodwill, confirm in writing that the Direct Debits on each of the accounts had been reinstated and provide C with the opportunity to arrange a payment plan.

26.0 Transfer - Incorrect Billing

26.1

C complained that the supplier failed to set up an account in their name, maintaining it in the previous occupant's name. C complained but the supplier failed to respond. C complained again but the supplier failed to take any action. The supplier investigated the complaint made to the Ombudsman and accepted it had provided poor service and that errors had taken place. It suggested remedies for these.

The Ombudsman considered the proposals were reasonable, but required the goodwill payment to be increased, along with an apology and a payment plan.

31.0 Transfer - Non Requested Disconnection

31.1

The supplier was unable to obtain a meter reading at a property owned by C. C lived abroad, but contacted the supplier and agreed to arrange for a meter reading to be provided. However, C subsequently informed the supplier that a meter reading would not be obtained. The supplier notified C that without a meter reading, it would issue a warrant and disconnect the supply. As C did not respond the supplier entered C's property, removed the meter and changed the locks. The letting agent notified C that the locks had been changed and there was no access to the property. C contacted the supplier to complain. The supplier investigated and confirmed it had not issued a formal disconnection notice. It reconnected the supply; confirmed C's credit rating had not been affected and offered a payment as a gesture of goodwill. C declined the offer and considered it should be increased.

It was noted the supplier had contacted C several times to request a meter reading and the request was deemed to be reasonable. However, the supplier's failure to issue formal disconnection notice was deemed to be regrettable. The Ombudsman acknowledged the steps the supplier had taken to resolve the matter and the supplier's offer of a goodwill payment was considered reasonable. The supplier was required to maintain the offer and confirm to C what information it required as the supply had been reconnected.

33.0 Transfer - Request not Actioned

33.1

C agreed to transfer to a new supplier, but the current Supplier objected as there was an outstanding balance on the account. C paid the balance in full and a new transfer application was made. However, as the application was received before the Supplier had time to credit C's payment to the account, an objection was again raised. The Supplier contacted C and explained that no further objections would be raised. However, on receipt of a further transfer request, an objection was raised, as the Supplier had not updated C's account to show the overdue balance had been cleared. As a result, C's contract with the new supplier was cancelled. It was unclear if C knew this, so a new contract was not arranged and although C expected the supply to transfer, it did not happen. C complained, but the matter remained unresolved.

It was accepted that the Supplier could object to a transfer application if there was an overdue balance on the account. However, its failure to update C's account to show the balance had been paid, or inform C that the contract with the new supplier would now be cancelled, was considered to be reflective of a shortfall in customer service. It was noted that the Supplier had sent C a payment as a gesture of goodwill, but it was unclear if C had received the cheque. The Supplier was required to send a letter of apology, confirm if the cheque issued to C had been cashed and apply a credit to the account as a gesture of goodwill. If the cheque had not been received, the Supplier was required to apply a further credit, equal to the cheque amount. In addition, it was required to confirm the details held against C's account were correct, send a copy bill and respond to any further transfer requests it received in a timely manner, if C had paid the overdue balance on the account.

34.0 Transfer - Quality of Customer Service

34.1

C agreed to a combined gas and electricity supply from the supplier, with C subsequently complaining about a delayed transfer and the failure of the supplier to set up a Direct Debit mandate. The supplier advised of problems obtaining the supply from

the previous provider, incorrect meter details being held, and problems obtaining the banking information from C.

After reviewing this matter it was concluded that no one at the supplier had taken control of the transfer or ensure the relevant mandate documentation was provided to C. Additional customer service issues were highlighted, with C failing to receive a response to letters.

In resolution the supplier was required to send a letter of apology, ensure a further mandate form was issued, and make a goodwill credit to the account.

34.2

C complained to the supplier about a debt collection letter received regarding a gas account for a previous address. C then provided evidence to clarify the move, but despite assurances from the supplier that this matter would be resolved, the account remained open. After the complaint was received, the supplier ensured the account was closed with a nil balance. It then offered to provide a goodwill gesture to C. This was refused as C believed it should be increased.

It was concluded that there had been avoidable delays with closure of C's account and that they had received a poor level of customer service. In resolution the supplier was required to send a letter of apology, provide written confirmation that the account has been closed with a nil balance, review the account and provide a full written breakdown clarifying any overpayment, ensure no adverse credit information had been recorded, maintain its goodwill offer, refund any overpayment highlighted by the review.