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1.0 Billing

1.1

A meter exchange at C's property was not updated for some time. Company billed C incorrectly and when C complained it accepted its error but did not put things right for some time. C contacted Company on several occasions and it did not appear that C's expectations were managed correctly. Company also failed to respond to a letter of Complaint. Company has now billed correctly and offered to review the account under its late bills policy.

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

- review the account in line with its late billed policy and apply any appropriate reductions;
- apply a credit to the account for failing to respond to C's letter;
- apply an additional credit in consideration of the other customer service shortfalls C experienced; and
- send C a letter of apology.

1.2

The company failed to administer the account on the correct tariff required for the two rate meter. A catch up debit was placed on the account which caused the customer confusion. The customer repeatedly asked the company to explain the accounts and ensure that all payments had been accounted for. There is no evidence that the company had recalibrated the account charges in line with price fluctuations over the years.

In summary the Energy Supply Ombudsman required the company to ensure the account has been revised using the correct rates fairly across the price changes; ensure the meter has been recalibrated to the correct tariff rate; issue a full statement of account showing all payments received and charges using the correct tariff; maintain only two years of outstanding charges; make a goodwill credit in light of the failure to manage and administer the account effectively, customer service issues raised, inconvenience and costs the customer incurred; and to issue a formal letter of apology.

1.3

C received statements from the company for some time based on estimated readings. Reading had been taken by that Data Collector and therefore C was unaware that there was any problem with the account. The account was later reassessed and the Direct Debit payment lowered. The company also advised that there was a large credit on the account and this was later refunded to C. Some time later C provided a reading to the

company. The company had previously ignored the readings provided as they had not been in line with the estimates used however it was realised that this was correct and the account was re-billed showing a large outstanding balance. C complained to the company and it agreed to make a reduction. The Direct Debit was cancelled at this stage and as such the balance increased further. The company did later ask C to discuss payment and a goodwill payment was applied in recognition of the delay.

The Ombudsman concluded that the company should have acted upon the readings provided earlier and that the delay had contributed to the balance. The Ombudsman required the company to issue an apology, apply the ERA (Energy Retail Association) Code for Accurate Billing (crediting the difference between this and the previous reduction), apply a further goodwill payment to reflect the delays, the incorrect refund and the shortfall in customer service and to offer a suitable payment plan taking into account C's ability to pay.

1.4

The company underestimated the account following a price increase thus causing an arrears balance to accrue. When the bill was issued the customer supplied a reading and found that the company then overcharged the account. The customer raised the complaint to the company to no avail.

In resolution the company discussed the account with the customer and agreed a goodwill credit and to issue a letter of apology

1.5

The customer changed tariffs however due to an administration error the company failed to generate bills despite collecting readings and payments from the customer. The company applied the Code of Practice and believed it only backbilled the customer for one year however it was identified that it had actually maintained the charges.

In summary the Ombudsman required the company to refund the overcharge by cheque; make a goodwill gesture for the company's failure to administer the account and rectify the account correctly; and to issue a letter of apology

1.6

C complained that the Company had delayed issuing a bill and complained about the customer service provided by the Company.

The Company agreed to prioritise the issuing of an amended bill and credit the account with a goodwill gesture.

1.7

C complained to the Supplier about billing errors which led to large gas and electricity bills being received. The Supplier accepted that errors had been made and correctly reduced the gas bill in line the Back-billing Code. The electricity bill was maintain as the error was only over a short period and related to Direct Debit errors.

It was concluded that the Supplier should have also considered Ofgem's best practice guidance for vulnerable customers as C was elderly and on a low income. On this basis the Supplier was required to cancel the remaining disputed balance as a gesture of goodwill. It was also required to send a letter of apology, and contact C about placement on the Priority Service Register, and the various schemes and initiatives it provides.

1.8

C is unhappy that the Company overcharged C for a long period as a result of using the incorrect cubic measurement to read C's gas meter. C considers that the problem should have been rectified sooner and says that the Company did not understand C's problem despite C making numerous telephone calls to query C's gas consumption.

The Company acknowledged and apologised for the problem with her meter readings and being overcharged. The Company refunded the credit on C's account and provided a good will credit onto C's account as a result of the shortfall in customer service.

Whilst the Ombudsman appreciated the problems and inconvenience C had been caused by the delay in the Company resolving her gas meter problems, the Ombudsman considered that the good will payment and the apology offered by the Company was a fair reflection on the shortfalls in customer service and therefore did not request any further action in this case. However, the Ombudsman asked the Company to ensure that its customer service advisers were aware of the different types of cubic measurements to read meters.

Billing – Quality of Customer Service

1.9

C complained that the company had not issued a bill for over two years and had refunded the Direct Debit payments C had made. This meant that C received a large bill when C tried to change suppliers. The company applied a credit to C's account to ensure C was not paying for more than one year's energy supply but C wanted a credit equal to the refunded Direct Debit payments.

The Ombudsman concluded that C had experienced a shortfall in customer service and required the company to provide C with a goodwill payment and a letter of apology for the failure in customer service.

1.10

The company underestimated the customer's electricity usage for a period of five years. Although the company had obtained some readings, it did not use these to bill the account as it had crossed the day and night readings.

The company eventually billed the customer accurately and maintained the balance on the account.

In summary the Ombudsman required the company to provide a credit equivalent to any outstanding charges generated by the rebilling of the account older than a year; make a goodwill gesture in recognition of the inconvenience caused, poor administration and management of the account and costs incurred; maintain the balance on the account offering a payment plan considering the customer's ability to pay the arrears and on going consumption; and to issue a formal letter of apology.

1.11

C received a large outstanding balance after the company exchanged the prepayment meter.

After investigations by the company, it was discovered that the balance had accrued due to the meter under collecting.

The company complied with the policy set out in Ofgem's Statement of good practice and also provided a goodwill gesture.

The Ombudsman Service considered that the policy was fairly complied and that the additional goodwill gesture was reasonable award for the shortfalls in customer service.

The Ombudsman Service required the company to send C a bill showing the outstanding balance had been cleared; letter of explanation of how the debt had accrued and letter of apology.

1.12

C received large outstanding bill which was disputed.

C made numerous attempts to contact the company about this matter and was eventually told that the bill was inaccurate however, received no resolution.

On the request from the Ombudsman Service for a case file, the company agreed a resolution with C which was accepted by both parties. The company sent out an amended bill showing the correct amount and applied a credit and letter of apology. This was accepted by both parties.

1.13

C moved out of the property and final meter readings were provided.

However, C received a final bill for the electric but not for the gas. There was also an unexplained transfer charge on the bill.

On a request by the Ombudsman Service for a case file, the company agreed with C to close the gas and electricity accounts, credit the gas account leaving no further balance to pay and letter of apology.

The Ombudsman Service received confirmation from both parties that this was agreed as the full and final settlement to the complaint.

1.14

C stated that the Supplier has placed an incorrect default on C's Credit File. The Supplier stated that the default placed was correct. It was found that the C had an outstanding balance and therefore the default was correct. C was not shown a level of service normally expected and was repeatedly misadvised.

The Supplier was required to make a goodwill gesture credit, against the outstanding balance and send a letter of apology for the service shortfalls highlighted in the report.

1.15

C was unhappy that SP had sent him a statement billing for the previous six months that was out of line with previous years and resulted in a substantial increase to C's Direct Debit payments. C is also unhappy that SP did not respond to several of C's complaint letters.

SP acknowledged that it had underestimated C's bills for a long period and apologised for this. However, it considered that it did not always receive C's letters of complaint

SP offered C a good will gesture and a payment plan for the outstanding balance. However, this was refused by C

The Ombudsman considered that underestimating C's bills for a long period was a shortfall in customer service. However, it considered that the good will gesture SP has offered C was reasonable under the circumstances. The Ombudsman could find no evidence that SP has received all of C's complaint letters and therefore did not require further action on this aspect.

Billing – Quality of Customer Service

1.16

C had concerns about the size of the bill received from the company. C considered the consumption was too high prior to a meter exchange and therefore disputed the charges being made. The company said it had exchanged C's meter because it had reached the

end of its shelf life and, whilst it confirmed there was a reduction in C's usage after this time, did not consider there to have been any fault. As such, it maintained the charges were due but applied a goodwill reduction to the account.

The Ombudsman considered it likely that there was a fault with the meter and required the company to re-bill C using average consumption from after the exchange had taken place and agree a payment plan for any remaining balance. In addition, the ombudsman considered the company to have provided a shortfall in its customer service and, as a result, required it to apologise, maintain its previous goodwill payment, withdraw debt collection action and refund charges made for this.

1.17

C complained that the Supplier had billed C incorrectly for several years. C complained to the Supplier but remained dissatisfied with its offer of goodwill. C requested that the disputed balance be removed. The Supplier confirmed that C had been billed incorrectly because it was unaware that C's meter had been exchanged. Once this was realised it then billed C correctly. The Supplier reduced the outstanding balance as goodwill. The Supplier investigated the Billing Code of Practice and noted that the unbilled charges older than one year amounted to less than the goodwill already awarded.

The Ombudsman was concerned that the Supplier had billed C incorrectly for such a long period of time and this was viewed as unacceptable. However, the Ombudsman was of the opinion that the goodwill reduction was a reasonable response for the incorrect billing. The Ombudsman required the Supplier to contact C to arrange a suitable payment plan.

1.18

C received a large bill after providing a final reading on vacation of the property and queried this. C considered it could not be correct as two previous bills had been issued and paid. The bill in question was much larger than either of these and was for a shorter period of time. C wanted the bill to be reduced and to receive compensation for stress and anxiety. The company advised that the first bill was to an accurate reading but the second was to an estimated reading. It became clear when the final reading was provided that this had been underestimated. The company maintained the payments were due.

The Ombudsman was satisfied that C was liable for the charges. It was clear that the second bill had been estimated and the first bill was for milder months. There was nothing to suggest the meter was faulty and, as such, no action was required in this respect. As the complaint had not been going on for long, the Ombudsman assumed the stress and anxiety referred to by C was in respect of payment reminders received from the company. As the Ombudsman considered the charges were correct, it was satisfied that the company had acted appropriately and did not require any further action.

1.19

C was a tenant at the account address and received a large bill from the Company. C disputed the bill in terms of the energy consumption. The Company agreed to perform a meter test, on two occasions, and both results found the meter to be working accurately. However, C remained unhappy and complained further in writing, but received no response.

From the evidence provided by the Company in terms of the meter tests, the investigation was satisfied that the meter was working accurately. On this basis there was no reason to dispute the meter readings used. However, the Company also confirmed that the meter had been found to have been tampered with. There was no suggestion that C had played any part in this but it also did not negate the fact that the meter was working properly and the consumption had not been affected. It was noted that the bill also covered the Winter season and included price increases. The investigation was satisfied that C had received a shortfall in customer service from the Company in relation to its lack of response to C's complaints. Therefore, it was proposed for the Company to provide C with an analysis of C's usage as it had done so for investigation, as well as an explanation of this, apply a goodwill credit to the account, provide C with an apology and also allow C to pay of the remaining balance via a payment plan.

1.20

C complained that the company billed them incorrectly and failed to account for payments made. C complained that this led to estimated arrears and the company stopped C from transferring to a new supplier. The company stated that C had been prevented from transferring because it had received no payment from C for many months. It sent reminders, but got no response. When it tried to call C, the company reported the contact details were incorrect.

The Ombudsman decided the company had not acted inappropriately. C was recommended to provide proof that they had paid the company, in order that the bill could be recalculated. The company was also required to make an apology for a perceived shortfall in customer service.

1.21

Domestic Customer – Pre-payment meter and price increases

The complainant was using a Token meter which gave a "pay-as-you-go" budgeting tool for electricity consumption. However, the company failed to recalibrate the meter following price rises and when this was discovered the company sent the complainant a high bill for outstanding consumption charges. The complainant complained to the Ombudsman.

The Ombudsman commented that by their very nature Token meters were a means of managing consumption as it was used and the under-pricing had arisen due to the

company's failure to carry out recalibration. In these circumstances she directed that it was only fair and proper for the company to withdraw the price increase charges it had applied to the complainant's account.

1.22

C received estimated bills from Supplier for several years. When an accurate bill was sent there was a large outstanding balance. When C complained, SP calculated C's account incorrectly and sent a new bill showing a credit balance. SP then calculated the account correctly and sent a bill showing the correct balance. SP offered to credit half of the balance but C did not accept the offer. After the case came to the Ombudsman, SP made further offers to apply an additional credit to the account, offer a payment plan, send an apology and send C a bunch of flowers.

The Ombudsman welcomed SP's offers but felt C required justification of the balance and required SP to send a breakdown of the account with a full explanation, in addition to the goodwill gestures offered by SP.

1.23

C was the account holder and died. C's partner contacted the Supplier to change the name on the account and supplied an up to date reading. Having done so C then received a large bill as the Supplier had estimated their electricity usage for the last five years. The Supplier applied the spirit of the code of practice for back billing.

The Ombudsman decided that the Supplier also needed to send a letter of apology and a goodwill gesture to take into account how upsetting this must have been for C's partner.

1.24

C received a bill for a significant outstanding balance on a prepayment meter. C contacted the Company to dispute the amount but received a deadlock letter. C felt that the sum had only built up since the meter had been exchanged. As resolution C asked for the outstanding balance to be written off. The Company provided evidence that the debt built up over a period of a few years during which only minimal payments had been made by C. Despite C claiming that payments had been made, C was unable to prove this. Proof was required in accordance with the terms and conditions of the supply.

The Ombudsman noted that C could not provide any evidence to verify payments to the Company other than those already recorded against the account. This suggested that C had not made payments in accordance with the requirements of that type of supply. However, the Ombudsman also noted that the Company had not confirmed the terms to C or transferred the account into C's name correctly. While the Billing Code does not apply to prepayment meters, it was considered appropriate to apply the general rules to this case. The Company was required to withdraw charges for the period greater than one year. The remaining charges were C's responsibility to pay.

1.25

C has been in dispute with the Company since writing to them to advise of their parents' death. Many letters regarding the gas and electricity accounts were received, and these advised the account was in credit, despite the fact they were growing into debt. C complained that no energy had been used in the property, and about the inappropriate letters received in the parent's name. C also complained about there being no reply to some letters and call back requests.

When a complaint was passed to the Company through the Ombudsman, the company contacted C to resolve this matter as a PICC.

1.26

C complained to the Supplier about the billing of their account. It was evident that a number of errors had been made. The Supplier acknowledged it had recorded incorrect meter information, as well as ignoring correct readings, while underestimated readings and Direct Debit payments were applied. When these issues were reviewed, there were also avoidable delays experienced, and well as poor customer service received.

It was concluded the Supplier should have applied the spirit of the Back-billing Code when producing C's first accurate bill. It was also concluded that C had received a poor level of customer service throughout.

The Supplier was required to send a letter of apology, review C's accurate bill and refund any unbilled charges in line with the Code, provide a breakdown of the refund calculation, make a further goodwill payment in consideration of the poor customer service, and explain to C why their account was allowed to fall into arrears.

1.27

C was on a price fix tariff which the company in error removed from the account.

This led to incorrect bill for an outstanding amount.

C then received various debt collection letters indicating possible legal action and disconnection.

After a request for a case file, the company contacted C and agreed a resolution as a full and final settlement to C's complaint.

The Ombudsman Service confirmed with both parties that the proposed resolution was agreed.

The Ombudsman Service required the company to: make a goodwill payment; ensure that C was back on the price fix tariff, write to confirm up to date balance and ensure that credit file not affected.

1.28

C had their meter exchanged from an imperial meter to a metric meter and thought the meter was reading wrong. The Supplier then realised it had been reading the old meter as a metric meter and sent C a large bill. It then applied the spirit of the Code of Practice for back billing and credited C's account.

The Ombudsman decided that the Supplier did not technically have to apply the Code of Practice as it had been billing C. However, there had been a shortfall in customer service and it was required to send C an apology and a gesture of goodwill.

1.29

C was being billed for two accounts, one relating to C's address and one relating to another.

There was no evidence from the company to show how long this had been going on for, however, it was noted that C had informed the company of the problem, however, continued to send inaccurate bills out including debt collection letters.

C was not sent a final accurate bill until a year after C transferred suppliers.

The Ombudsman Service considered that the guidelines set out in the Code of Practice for Accurate Bills for backbilling was applicable.

The Ombudsman Service also identified further shortfalls in customer service and required the company to: make a goodwill gesture, send out bills details for the past two years, ensure that C's credit file was not affected and send out a letter of apology.

1.30

C requested to transfer C's gas and electricity supplies to the Company but due to an error the transfer did not take place. However, C received bills from both the old and potentially new Company. C disputed this with the new Company and was advised after a considerable amount of time that the transfer had not taken place. Despite this C had received numerous bills, reminders and letters from a Debt Collection Agency requesting payment of the balance. The Company offered a goodwill gesture which C was not happy with.

The Ombudsman concluded that the Company had taken far too long to advise C that the transfer had not taken place and that it had failed to respond to numerous letters sent to it by C. The Ombudsman instructed the Company to ensure that C's details were removed from the Debt Collection Agency's records and confirm that C's credit rating

had not been adversely affected. The Company was also instructed to make a goodwill payment to C and send a letter of apology for the shortfall in customer service.

1.31

C did not receive an electricity bill from the company for some time. The company thought C's property had a prepayment meter but it was credit. After a year, it sent C a large bill but addressed to the owner of the property, not C who was the tenant and account holder. The company applied a goodwill credit to C's account but C was dissatisfied with this. C wanted the bill to be reduced and to have a payment plan agreed.

The Ombudsman was satisfied that the company should apply the Billing Code as it was at fault and agrees a payment plan as requested. In addition, the company was required to apologise to C as it had instigated no-payment action after it had advised C that the account was on hold. The company was also required to make a goodwill payment for this, confirm that action had been withdrawn and that this had not had an adverse affect on C's credit file.

1.32

C held an electricity account with the Supplier. C's meter was changed and C subsequently received a high bill. Following a complaint by C, the Supplier realised that the day and night meter readings had been transposed. The Supplier recalculated C's account applying the Billing Code of Practice and offered a payment plan.

The Ombudsman directed that the Supplier should maintain the offer of a payment plan.

1.33

The account holder passed away and C received a bill which showed an outstanding balance. C disputed this and the company realised it had used an incorrect opening meter reading following a meter exchange. The company amended the opening read and calculated that there was a credit balance on the account. C requested that the company make a contribution towards solicitor's fees.

The Ombudsman concluded that the decision to involve the solicitors dealing with the estate was C's, but did take some expenses into account. The Ombudsman instructed the company to make a goodwill gesture payment and send a letter of apology for the shortfall in customer service.

1.34

C moved out of a property at which the gas was supplied on a prepayment meter. C then received a large bill. On taking this up with the company C was advised that it was due to the company not resetting the meter to account for price increases. C

complained and the company removed charges accrued before a certain date and applied further goodwill credits. C further complained about the company's use of a Debt Collection Agency.

The Ombudsman directed that the company should offer C a payment plan and confirm C's credit reference was unaffected.

1.35

C received a large bill as a result of the company not applying actual readings to C's account but using estimated readings instead. C was unhappy with this and wished to receive compensation for this. The company said it had applied a goodwill credit to C's account and maintained that the remaining balance was due for payment.

The Ombudsman considered that the company was at fault and, as such, it should apply the Billing Code and re-bill C for one year only. In addition to this, the company was required to apologise to C for its customer service shortfalls and make a goodwill payment for this.

1.36

C received incorrect bill from Company. Company acknowledged that bill related to a different account at a similar address.

Company confirmed that the C's account was clear and offered an apology. Additionally, in light of the service it had provided, Company provided C with a goodwill payment.

The Ombudsman was happy with the action taken by the Company.

1.37

C stopped receiving bills when Company changed its billing system. Once C contacted Company to complain, it corrected the problem and sent C a bill. Company applied a goodwill credit (greater than the credit that would have been applied in line with the Code of Practice for Accurate Bills). C remained unhappy and wanted to full balance credited.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service but felt the credit applied by Company was sufficient. The Ombudsman required Company to:

- contact C to set up a Direct Debit, which covers ongoing consumption and pays off the outstanding debt.

1.38

C received a large bill from the energy supplier and contacted the company to query the amount requested. The supplier immediately realised that an error had occurred and sent C a revised bill. C complained about the shortfall in customer service, but the supplier did not consider that any compensation was due as the problem had been rectified within an acceptable timeframe. A payment plan was arranged with C on the basis that C would be allowed to transfer to another supplier, but C cancelled the Direct Debit payments shortly after and collection activity began.

The Ombudsman concluded that there was some evidence of a shortfall in customer service and required the supplier to apply a small goodwill credit. However, C was advised that full payment of the remaining balance was due, as there was sufficient reason to require the supplier to clear the balance.

1.39

C received a bill following the replacement of a token prepayment meter with a key prepayment meter. C disputes the bill.

The Ombudsman could see no reason why C should not be liable for the charges and required the SP to arrange a suitable repayment agreement with the customer. It required that the SP write to C, apologising for any inconvenience she may have been caused due to this complaint and provide a breakdown of the charges.

1.40

C claimed that, after a Direct Debit instruction had been deleted in error and payments had not been made for several months, the balance of the account was higher than it should have been. SP had insisted the account balance was correct and had provided a detailed breakdown of charges and payments to demonstrate that was the case. SP had offered a payment plan to enable C to clear the debt over a period but C had continued to dispute the amount and ceased to make the payments agreed. SP had begun action to recover the debt but had agreed to suspend the action pending the Ombudsman's decision. As resolution, C wanted the account cleared.

The Ombudsman decided that SP had charged C correctly and had offered a fair resolution to the matter. In its submission, SP had indicated that it was willing to agree a new payment plan with C and the Ombudsman required SP to implement that proposal.

1.41

C has a token prepayment meter which was later exchanged for a key meter. As the old token meter had not been recalibrated some time, C experienced a price increase. At this time there was also a debt due to the delay in recalibrating the meter. Part of this debt was cleared by the company and the remaining debt was sent to the new key meter. This caused a greater increase in payments and C later queried this with the company. It was agreed that the amount that was being put on the meter seemed high and it was agreed that the meter would be exchanged. The payments decreased

however there was delay in updating the account with the correct serial number of the new meter. This meant that payments were being made by C but that they were not being reflected on the account. The meter details were not updated until some time later and the payments were also later found and transferred to the correct account. C advised that a refund should be due from the payments taken on the old key meter. The company advised that the increase in payments was due to the repayment of the debt which has also later been refunded by the company.

The Ombudsman concluded that there had been a delay in updating the details and locating the payments. It was also agreed that the company should have contacted C to discuss the recovery of the debt prior to this amount being taken. The Ombudsman required the company to issue an apology and offer a goodwill payment to reflect the delays and the shortfall in customer service.

1.42

C was charged on the wrong meter reference for over two years.

The company sent C a large bill after recalculating the bill.

The company then applied the backbilling Code, but did not specify from what period this was to apply.

The Ombudsman Service considered that the backbilling Code did apply and requested that the company correctly adjust C's bill from 12 months from the date C received an amended bill on the correct readings and meter reference.

The Ombudsman Service also identified further shortfalls of customer service and awarded C a goodwill gesture and letter of apology. Also for the company to ensure that C's credit file had not been adversely affected and provide C with breakdown of C's account.

1.43

C contacted the company querying the bill.

The company identified that it had been billing C on the wrong meter serial number since the account began and had not obtained any readings for this meter.

The Ombudsman Service considered that the Code of Practice for Accurate Bills for backbilling was applicable. It also required the company to send C an accurate bill with the correct meter serial number and readings taken, and that it uses the readings to calculate C's average consumption throughout this period.

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

1.44

C believed that the prepayment meter fitted at the property was collecting a debt that was not owed. C found that on placing credit on the meter, some would be deducted. The company agreed that no debt was owed and advised that the account did not show any debt being repaid on the meter. The company offered to reset the meter and C received several new prepayment cards. C continued to complain stating that the problem was reoccurring. The company advised again that this was not the case. C did later receive contact from the company advising that there was debt on the meter. C continued to query this and the company explained that this had been caused by the emergency credit used by C. C again disputed this saying that the meter took more than the emergency credit used. The company stated that the meter could only take a certain fraction of the credit made to repay the emergency credit. As C made relatively small payments each time credit was applied, it often took several payments before the debt could be repaid.

The Ombudsman concluded that there was no evidence to suggest that a debt had been placed on the meter and that that this had been caused by the emergency credit used. The Ombudsman required the company to issue an apology for any conflicting information provided, issue a detailed breakdown of the account and to offer a goodwill payment to reflect and conflicting information provided.

1.45

C contacted the company to advise that the meter serial number on the bills was incorrect. The company discovered that C was being billed incorrectly for a different meter. The company advised that C's account showed that a meter exchange had taken place on the property. C confirmed that this was not the case. The company has not yet resolved the issue and has advised that it is unable to provide a timescale for when the issue will be resolved.

The Energy Ombudsman concluded that C has experienced a delay and shortfall in customer service.

The Energy Ombudsman decided that the company must keep C regularly updated with its progress. When the issue is resolved, the company must withdraw all charges over one year old on the date the first accurate bill is sent to C. Additionally the company should offer C a payment plan taking into account ability to pay, an apology and a goodwill gesture.

1.46

The company failed to read the gas meter for over four years despite placing the customer on its priority reading database. The company failed therefore to comply with its Standard License Conditions and placed the customer's safety at risk.

On receiving a reading from the customer it revised the account and backdated the charges. However when doing so input the reading incorrectly and failed to bill the customer for a year.

In summary the Ombudsman required the company to make a goodwill gesture in light of the failure to read the meter and conduct safety checks, the customer service issues raised, failure to effectively manage the account, for the inconvenience and costs C incurred when seeking resolution to the complaint; maintain the outstanding balance on the account agreeing a payment plan considering C's ability to pay; ensure that the company reads the meter in line with the License Conditions requirements; and to issue a formal letter of apology.

1.47

The Supplier delayed in issuing a final bill to C and then collected the payment in full by DD causing C financial hardship. The Supplier incorrectly calculated the final balance on the account based on one tariff rather than apportioning the usage to the appropriate tariff when consumed. The Supplier underestimated C's usage and failed to use an actual read.

In summary the Ombudsman required the Supplier to apply a goodwill credit to the account equivalent to all charges accrued due to the underestimation of the bill prior to two years previously; ensure the account is calculated on the appropriate tariffs in place at the time of usage; the outstanding balance on the account, offering C a payment plan in consideration of C's ability to pay; make a goodwill gesture in view of the customer service issues raised, the delays, inconvenience and costs C incurred; and to issue a formal letter of apology.

1.48

C was unhappy that outstanding charges were continually pursued by the Company, even though C was also being charged for two properties through on meter. The Company stated that as C was the registered name on the account, C was liable for the outstanding bill and would have to resolve the issue of the bill with the other parties.

The Ombudsman considered that whilst C was in an unfortunate position, it was appropriate for the Company to maintain the charges and C would have to arrange payment with the other parties.

1.49

C moved his electricity supply to the company; his opening reading was incorrectly entered on his account. The company sent out a meter reader, amended C's account and sent an amended bill. C remained unhappy with this and a deadlock letter was issued.

The Ombudsman concluded that the company had incorrectly billed C and in doing so C had experienced a delay in updating his account. The Ombudsman required C to issue C with a correct bill, credit C's account with a goodwill gesture and offer C a payment plan to clear the outstanding balance taking into account C's ability to pay.

1.50

C sold a property and provided the Company with a final gas reading. C had not occupied the property for a number of months and disputed the usage during those months. The Company explained that the final bill had been produced based on C's gas meter reading, and was correct. C also complained that C had provided the Company with C's new address but the Company had not updated its records. The Company has credited C's account with a goodwill gesture in recognition of the level of service provided.

The Ombudsman was satisfied that the final gas bill was correct based on the meter reading supplied by C. C had made arrangements for a neighbour to look after the property whilst it was unoccupied. The Ombudsman commented that the arrangements were unknown and did not consider any further comment should be noted regarding this issue. The Ombudsman considered the Company's goodwill gesture fair and reasonable, but also instructed the Company to send a letter of apology.

1.51

Over a long period of time, C received estimated energy bills from the company, even though some meter readings had been provided. Also C's Direct Debit payments had been reduced in error after an annual review. However, as the company had rejected the readings provided as too high, C's account continued to be underestimated and a debt was accrued. This led to a large catch up bill being issued to C after an actual meter reading was passed to the company. C complained to the energy company by telephone and in writing and received a response offering to reduce the outstanding balance. However, C remained dissatisfied with the amount offered and requested a further reduction due the poor customer service received.

The Ombudsman concluded that the energy company should have identified much sooner that C's usage was being underestimated and therefore required the company to apply a further goodwill credit to C's account. However, C was still liable to pay the remaining balance owed, but this could be repaid over an extended period. The details of the plan were to be discussed by the energy company direct with C, as the payments needed to be based on C's ability to pay.

1.52

C received various bills showing the old meter serial number and informed the company.

When the company amended the meter exchange, it did so from the wrong date and this led to C receiving a large outstanding balance due to the incorrect reading used for the meter exchange.

C made numerous calls and sent various letters to dispute this bill and the company amended its records and sent out a correct bill showing the right meter serial number and actual reads.

The Ombudsman Service considered that the delay in updating its records and sending out incorrect bills was a shortfall in customer service and required the company to: make a goodwill gesture and send out a letter of apology.

1.53

C's meter did not advance for several months, although C was using electricity. Company noted this and exchanged the meter. It did not charge C for the period the meter did not advance and sent C a refund of the payments made. Company then estimated future consumption on the meter based on the previous readings, which showed no consumption. C's account showed a credit and when C provided an actual reading the account showed a debit balance. C was not happy and Company applied a goodwill credit and offered a payment agreement.

The Ombudsman was satisfied that Company had provided sufficient redress in consideration of the customer services shortfalls C experienced.

1.54

On the transfer of supply the company overestimated the final bill. The company told the customer it would correct the error. Yet the customer received a demand threatening court proceedings to be advised that a block would be placed on the account until the dispute was resolved.

The customer continued to receive demands and threats which caused a great deal of stress. The customer received a response providing an amended bill but not addressing the issue of compensation. In resolution the company apologised for the billing issues and made a goodwill gesture payable by cheque.

1.55

C believed that account was up to date. Company issued reminder letters for payment.

As resolution, Company offered C a goodwill gesture, confirmed account to be clear and provided an apology.

The Ombudsman was happy with the remedy arranged by the Company and no further action was required.

1.56

C received a final bill some time after they had transferred suppliers. The company advised the delay had been caused by C's new suppliers not contacting it to agree a final reading and said it had removed some of the charges as a gesture of goodwill in respect of the delay.

The Ombudsman considered the company had acted reasonably in removing part of the balance, but felt that further deductions should be made so that C was only billed for two years. C had requested the company charge for 12 months only, but the Ombudsman felt that, as the transfer took place before the change in Billing Code and the charges related to time before this, the company should not be penalised for the other supplier's failures. The company was also required to make a nominal goodwill payment to C for the shortfall in customer service.

1.57

C received notification from the company that there was a debt accrued on C's account. C queried this as the meter was prepayment and was told it was because the company had not recalibrated it to reflect price increases. C also had a number of questions it had asked the company but considered had gone unanswered. The company said it had responded in full to all C's enquiries and maintained that the balance was due for payment by C.

The Ombudsman considered that the company had not fulfilled the requirements of advising C of the price increases, making genuine attempts to recalibrate the meter or advising C of the accruing debt. As such, the company was required to clear the outstanding balance in full. In respect of the questions C had raised, the Ombudsman considered that the majority had been responded to; however, the company was required to provide a response to one which remained unanswered.

1.58

C's prepayment meter was not recalibrated at the time of prices changes. When it was exchanged for a key meter, there was a debt on the account. Supplier credited some of the debt in line with its price rise debt policy. C asked for a credit meter but Supplier refused unless the debt was paid in full, and C made an additional payment. This was in line with its prepayment meter removal policy. C transferred to another Supplier and received a final bill showing the debt had increased.

The Ombudsman was of the opinion that C was responsible for the remaining price rise debt, prior to the installation of the key meter. However, the Ombudsman required Supplier to:

- apply a credit to the final bill to cover any price rise debt incurred after the key meter was installed;
- apply an additional goodwill credit; and
- send a letter to C clearly explaining how any debt on the final bill was accrued.

1.59

C complained they had been overcharged by the company for their electricity supply due to an off peak storage heater system being billed incorrectly. C also complained about the limited response to her complaint and contacted the Ombudsman.

Following a complaint being received, the company investigated this matter and visited C's property. This showed her concerns were warranted. The company then agreed to resolve this matter as a PICC, with a new amended bill to be produced, a letter of apology sent, and compensation provided.

1.60

On the transfer of supply the company overestimated the final bill. The company told the customer it would correct the error. Yet the customer received a demand threatening court proceedings to be advised that a block would be placed on the account until the dispute was resolved.

The customer continued to receive demands and threats which caused a great deal of stress. The customer received a response providing an amended bill but not addressing the issue of compensation. In resolution the company apologised for the billing issues and made a goodwill gesture payable by cheque.

1.61

C had prepayment meter and when C decided to change suppliers C received a final bill from the company, which included debt which had accrued due to various price increases.

The Ombudsman Service considered that the company had not recalibrated C's meter for over two years and that it should apply Ofgem's Statement of good practice of writing off debts where meters have not been recalibrated for two years.

The Ombudsman Service also required the company to award C with a goodwill gesture and to ensure that C's credit rating had not been affected.

1.62

C was unhappy that a large bill was issued by the Company. The Company explained that it had been discovered that C's account had been closed in error by another party and payments had not been made in full.

The Ombudsman considered that although C was liable for the outstanding amount a goodwill payment from the Company was recommended as explanations had not been provided in writing.

1.63

C provided readings from an incorrect meter and as a result the account was calculated incorrectly for some time. When a data collector provided a reading, which did not fall in line with those used previously, Company suspended the bill but did not take any action

for some time. C contacted Company to ask why no bill had been received and was asked for up to date readings. Readings were provided showing a balance on the account. C disputed the balance as there had previously been in credit. C complained and Company maintained the balance but offered a payment plan. No agreement was reached and a deadlock letter was issued. C complained further that the bills showed incorrect serial numbers. It was established that C had been reading the incorrect electricity meter and an amended bill was sent. Company applied a goodwill credit in consideration of the delay in establishing this.

The Ombudsman was of the opinion that C was responsible for the energy consumed and that Company's goodwill offer was fair and reasonable. The Ombudsman required Company to consider C's ability to pay in its offer of a payment plan.

1.64

The customer has not received an accurate electricity bill since the account was transferred to the company over two years ago. The company has transposed the day and night readings. Despite the customer highlighting its mistake the company failed to issue a correct bill. The customer adds that the bill issued was charged at current price rates and did not take into account the various price changes over the billing period. The customer actively sought resolution to the complaint by telephone, email and letter to no avail.

In summary the Energy Supply Ombudsman required the company to investigate whether there has been double billing on the account statement dated, and make any revisions that are appropriate; ensure that all payments made to the account are shown on a revised statement; ensure that the usage is spread fairly over all price changes during the billing and the billing periods and tariffs used are shown on a revised statement; make a goodwill gesture in recognition of the poor management of the account, customer service issues raised, inconvenience caused and costs incurred by the customer when seeking resolution to the complaint; issue a full statement of account showing all charges and tariffs applied, readings used, and credits applied or received; offer a realistic payment plan considering the customer's ability to pay for ongoing usage and payment towards the arrears balance; and to issue a formal letter of apology.

1.65

C signed up for an online account. C was sent estimated online bills for some time. When C was sent an accurate bill there was a large outstanding balance. C complained and Company agreed to reduce the outstanding balance as a goodwill gesture. Company also offered a payment plan for the balance.

The Ombudsman was of the opinion that Company's offer of resolution was fair and reasonable and required Supplier to maintain it.

1.66

C was told there would be no price increase applicable but then received a bill from the company showing a price increase. The company said it had sent a letter to C the previous year advising of an increase but had not applied that until the following year. The company had only back billed C on the increased charges for six months instead of a full year and considered this to be reasonable. The company also offered to make a service standards payment for its failure to respond to C's correspondence.

The Ombudsman was satisfied that C had been sent a letter about the increase and did not consider the company responsible for this not being received. It did however consider the delay in applying the increase and the fact this was done after C had received a letter advising her there would be no increase that year to be poor customer service. As such, the company was required to re-bill C on the lower rate until it contacted C to confirm whether C wanted to change tariff or end their agreement with it. In addition, it was required to make the service standard payment and offer its apologies.

1.67

C requested a supply transfer a short time before moving house. C received no confirmation that the transfer was successful and was not aware it had taken place until C contacted their old supplier to settle the bill. C advised the company of the change of address and heard nothing until C noticed DD payments were being taken. C contacted the company and provided final readings which showed the start readings to be incorrect. C's electricity account was amended but the gas account remained incorrect.

The company said it needed to obtain further readings from the new occupiers of C's old property to confirm the reading provided by C. The company also said it had not been aware of C's move out of the property, despite C having provided evidence of advising it.

The Ombudsman was of the opinion that the company should accept the gas reading provided by C in good faith, as it had done with the electricity reading. The company was required to apply this reading, agree a revised start reading C's previous supplier and refund any credit on C's account. The company was also required to confirm C's contract was cancelled and make an apology and goodwill payment for the customer service shortfalls exhibited.

1.68

The customer complained that the account was on the incorrect tariff. The company advised that it would amend the account however delayed in doing so for over a year. The customer actively sought resolution to the complaint and incurred costs when doing so.

In summary the Ombudsman required the company to issue a full statement of account showing all charges generated, and tariffs applied and payments received to date. Contact the customer for an actual read. Refund the balance if in credit; contact the customer to discuss if this is the most appropriate tariff for his requirements; reassess the payment schedule agreed with the customer; provide a goodwill gesture in

recognition of the customer service issues raised, inconvenience experienced and costs incurred; and to issue a formal letter of apology.

1.69

C complained to the supplier about over charging on an account. The complaint was never dealt with adequately and the complaint extended over a considerable period of time. This caused C great inconvenience, not only in that the complaint continued unresolved but in that a great many letters were written pursuant to the complaint. It was accepted that the matter was complicated but the view was taken that the supplier had not taken the necessary steps to demonstrate why it considered the charging to be accurate or to adequately and promptly respond to C's various complaints. All these matters were considered poor customer service.

The supplier was required to provide a letter of apology in respect of the poor customer service experienced by C, to provide a copy contract from the period at the start of the contract, to provide all charging rates applied throughout the contract and to check that they were applied correctly and any difference found was to be applied to the account. The supplier was also to provide a credit as a goodwill gesture to reflect the numerous areas of poor customer service identified in this investigation which continued over an extended period and taking into account all credits and adjustments provide a new statement showing the up to date balance of the account.

1.70

C's meter had not been read for over two years.

The company discovered that the meter readings had been transposed which resulted in a large outstanding balance once the readings were corrected.

The company applied the backbilling Code.

The Ombudsman Service required the company to confirm that backbilling Code was applied correctly; to check and take readings from C's meter; offer a meter accuracy test; payment plan; Energy Efficiency Advice; goodwill gesture and letter of apology.

1.71

C unhappy with the delay in the Company creating account for C's energy supply and that C had to contact the Company on numerous occasions in order to resolve the problems.

The Company acknowledged that the creating of C's account was considerably delayed, which resulted in a large debit balance accruing on C's account. It also realised that C had to contact on numerous occasions to resolve the billing problems. The Company offered a goodwill payment for the billing problems C had experienced.

The Ombudsman noted that the Company had not fully updated C's account details and billed C accordingly. However, it did not consider the goodwill payment accurately reflected the inconvenience caused or the shortfalls in customer service. In view of this, the Ombudsman recommended an increase in the goodwill payment, a full apology in writing and an extended payment plan for the remaining balance.

BILLING - Other

1.72

C complained to the company after receiving a large electricity bill. From the information received it was clear that following a change of meter some time earlier the company had failed to record that C had an Economy 7 two-rate meter in error. From this time the company continued to bill C based on them having a single rate meter, ignoring all readings from C and meter readings in the process. C continued to complain and on review the company noted that additional errors had been made due to the charges not being apportioned for the full period, and the day and night readings transposed. When this was completed, the bill was much higher and C complained to the Ombudsman.

On review the company decided it should reduce the bill in line with the back-billing code. However C believed this failed to go far enough following recent changes in this legislation. It was concluded that the company had incorrectly adhered to the code, had failed to provide bills with due care and had provided an unacceptable level of customer service throughout.

In resolution the company was required to send a letter of apology and make a further credit to the account in full consideration of the problems and distress caused. It was also required to apply the billing code, agree a payment plan for the remaining balance, provide a full breakdown of the account and contact C with energy efficiency advice.

1.73

C was a tenant at the account address and received a large bill from the Supplier. C disputed the bill in terms of the energy consumption. The Supplier agreed to perform a meter test, on two occasions, and both results found the meter to be working accurately. However, C remained unhappy and complained further in writing, but received no response.

From the evidence provided by the Supplier in terms of the meter tests, the investigation was satisfied that the meter was working accurately. On this basis there was no reason to dispute the meter readings used. However, the Supplier also confirmed that the meter had been found to have been tampered with. There was no suggestion that C had played any part in this but it also did not negate the fact that the meter was working properly and the consumption had not been affected. It was noted that the bill also covered the Winter season and included price increases. The investigation was satisfied that C had received a shortfall in customer service from the Supplier in relation to its lack of response to C's complaints. Therefore, it was proposed for the Supplier to provide C with an analysis of C's usage as it had done so for investigation, as well as an

explanation of this, apply a goodwill credit to the account, provide C with an apology and also allow C to pay of the remaining balance via a payment plan.

1.74

C transferred the electricity supply to the Company but received incorrect bills and threats of disconnection despite paying the amounts C was told to pay. C provided meter readings and then received a bill which showed a large outstanding balance. C disputed this and was told that the bill was correct even though the opening meter reads had not been agreed.

The Ombudsman concluded that the bills issued by the Company were inconsistent and difficult to understand and that no clarity had been provided to C when the bills were disputed. The Ombudsman also decided that the involvement of a Debt Collection Agency could not be justified as it was considered that the Company had not produced an accurate bill. The Ombudsman instructed the Company to agree the opening read and then contact C to obtain current readings, the Company then had to re-bill the account and apportion usage correctly and issue a Statement of Account to C. The Company was told to credit C's account with a goodwill gesture for its failure to issue a correct bill and arrange a payment plan if an outstanding balance still existed, taking into account C's ability to pay. The Ombudsman also instructed the Company to ensure that C's details were removed from the Debt Collection Agency's records and confirm that C's credit rating had not been adversely affected. The Ombudsman also concluded that the Company had provided a shortfall in customer service and was told to credit C's account with a goodwill gesture and send a letter of apology.

1.75

C received incorrect bills from the company owing to an incorrect reading being supplied by a meter operative. C wanted the bill to be rectified.

Before the matter could be investigated by the Ombudsman, the company contacted C and agreed a resolution. C was re-billed correctly and C was satisfied with the balance created as a result.

5.0 Billing - Inaccurate Invoices

5.1

C is unhappy that C has been left with a large outstanding balance due to the Companies price increases and as a result of payments C had made not being processed. C is also unhappy with the length of time C's complaint has remained unresolved.

The Company acknowledged that C's large outstanding balance should have been identified and addressed sooner, but considered that it had adhered to its current policy and therefore was only willing to arrange an extended payment so C could repay C's outstanding balance.

The Ombudsman considered that the Company should write off part of C's outstanding debt related to price increases, as promised through an Ofgem publication. The Ombudsman also considered that the length of time the complaint had been ongoing was unreasonable and action should have been taken sooner by the Company to resolve matters. Therefore the Ombudsman suggested a further goodwill payment and a full apology for the shortfalls in customer service; however it asked the Company to arrange a suitable payment plan with C to repay the remaining outstanding balance

Billing – Other

6.0 Billing - Inaccurate Meter Reading

6.1

C complained that the company requested payment for amounts that it had not followed up with bills. C also complained that the billing was inaccurate because their meter was not recording properly. The company arranged for the meter to be exchanged. C then complained that the new meter was also possibly faulty. After C complained to the Ombudsman the company stated there was no accuracy test done. It concluded that the analysis of C's consumption indicated there was no fault with C's old meter and that it was recording much as the new one was. It offered to arrange for an accuracy test for the current meter, if C wanted this still.

The Ombudsman considered there had been a shortfall in customer service over management of the account and in the manner of the debt collection escalation for C. However, the figures provided did not prove conclusively that C's meter had been faulty or that they had been incorrectly billed. The company was required to provide an additional goodwill payment, arrange a meter accuracy test, provide an account break down to illustrate C had not been overcharged and provide a goodwill payment.

6.2

C complained that the Company had opened the account for electricity using the start meter reading for gas. As a consequence C was overcharged for electricity and had a pre-payment meter installed. C disputed the debt with the Company and it admitted its error. To date the company has failed to rectify the error and refund C for the incorrect usage charged for.

The Ombudsman was concerned that the Company had used the incorrect start meter reading and had also failed to resolve the problem within an acceptable time frame. The Ombudsman required the Company to re-bill the account and refund C with the incorrect electricity charged for, award a goodwill payment and to send a letter of apology.

9.0 Billing - Mis-Information

9.1

C is unhappy that the Company did not take accurate meter readings when transferring C's supply and therefore C received an incorrect first bill statement.

The Company acknowledged that the meter reading was not recorded correctly and obtained a new meter reading from C and provided a goodwill payment.

The action from the company resolved the complaint and no further action was required from the Ombudsman.

9.2

C is unhappy that the Company chased C for a bill C was not liable for, which resulted in the matter being referred to Debt Collection Agency. C also considers the Company did not help or support C to rectify the matter.

The Company acknowledged that it had attempted to bill C for payments C was not liable for. However it considered that it could not rectify the matter until C had provided proof of tenancy.

The Ombudsman noted that the Company had clearly been responsible for the error that occurred and considered that the Company had not provided C with support in this matter. The Ombudsman advised the Company to provide C with an increased goodwill payment for the inconveniences caused and the shortfalls in customer service

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BILLING - Inaccurate Invoices

10.0 Billing - Missing Payment

10.1

C was an existing dual fuel customer of the Company. C received notification that the account reference would be changing and that nothing needed to be done regarding the existing Direct Debit arrangement. The change took place and then C received bills but

these did not show four payments that had been made. C chased the Company and wrote numerous letters but these went unanswered. C's Direct Debit commenced again some 6 months later with a new amount. C also received reminders to pay during the period although the direct debit remained active. The matter was referred to the Ombudsman as the Company failed to respond to C.

The Ombudsman was notified by the Company that it acknowledged the account needed a full review and that C's complaint had not been addressed. It offered to do so. This was acceptable but the Company had also started the first stages of debt recovery action and this was to be ceased pending review of the account. C was to be given a full apology and a goodwill credit was to be applied for the shortfalls in customer service. The Company was also to contact C and discuss the most suitable tariff as requested in C's first complaint letter to the Company.

10.2

C's prepayment meter would not accept the Company's payment card so C had to use another Company's card which resulted in missing payments. The payments were eventually traced after a considerable amount of time but these have not yet all been allocated to the account. C is unhappy with the length of time it has taken to investigate the matter and the fact that the problems with the missing payments have not yet been resolved.

The Ombudsman decided that the Company had failed to take appropriate action regarding the meter problems and instructed it to contact C with a view to either installing a credit meter or another prepayment meter. The Ombudsman also instructed the Company to issue a Statement of Account once the missing payments had been allocated to the account to allow C to see that all missing payments had been traced. The Ombudsman also concluded that C had experienced unwarranted delays and incurred costs in making the complaint and that the Company should apply a goodwill gesture to the account. The Company was also told to issue a letter of apology for the shortfall in customer service.

11.0 Billing - No Bill Received

11.1

C complained that the Company did not bill C for just over a year after C's pre-payment meter was changed to a credit meter. C remained dissatisfied with the Company's offer of goodwill and a payment plan. C requested that the Company remove 50% of the outstanding balance. The Company confirmed it had not billed C for just over a year as it had to wait for the Meter Operators to update it with the meter details.

The Ombudsman was concerned that the Company failed to bill C for such a long time and this was viewed as unacceptable. The Ombudsman however could find no justified reason why the Company should remove 50% of the outstanding balance for energy

used by C. The Ombudsman required the Company to award an increased goodwill payment, contact C to arrange a payment plan and send a letter of apology.

13.0 Billing - Payment Method

13.1

C considers that the Company advised C's to change his tariff before C went away for several months. However, when C returned the Company sent a large outstanding balance. C is also unhappy with the way the Company had handled C's complaint.

The Company acknowledged that C's payments had increased but considered that it had only changed its tariff on the instructions of C.

The Ombudsman considered that on the balance of probabilities C had been advised to change tariff, it therefore asked the Company to amend C's account to reflect the fact that he had not changed tariff. The Ombudsman also noted that the Company could have handled C's complaint better, which demonstrated a further shortfall in customer service. In resolution, the Ombudsman decided to award C a good will payment and an apology for the inconvenience caused.

Billing – Inaccurate Invoices

14.0 Billing - Quality of Customer Service

14.1

C complained that the company closed their account and only much later sent an arrears bill. The company stated the account had not been closed and was only finalised when the last reading was provided by C. It stated until then C's account had been billed with estimated readings and this was the reason for the arrears. The company concluded the balance was correct and due to be paid. However, the company offered a goodwill payment and suggested a payment plan to clear the arrears.

The Ombudsman considered there had been ongoing poor customer service for C and that C had made more calls and had contacted the company more times than had been logged properly. The Ombudsman decided the offer of a goodwill payment and suggested payment plan were appropriate, but that an additional goodwill payment was required for the shortfall in customer service generally and as a contribution towards call costs.

14.2

C complained that the company sent an arrears bill without explanation. C complained because they should have set up a regular payment, which should have avoided any debt. The company stated C had been billed because there was a delay caused by a third party. It stated C had called SP and paid the bill of own accord. The company offered C a payment plan, but C rejected this, wanting the Ombudsman's decision first.

The Ombudsman considered the action taken by the company, and the payment plan, was appropriate. It was required to put this in writing with an apology for the shortfall in customer service, along with a small goodwill payment in recognition for the delay.

14.3

C received a bill from the Company after C had switched supply to a different Company. C disputed these charges and the Company explained that the meter had not been recalibrated. The Company had applied a reduction to the outstanding balance but C remained unhappy.

The Ombudsman decided that the Company had had access to C's property but had failed to recalibrate the meter. The Ombudsman also noted that the Company had made no attempt to contact C to request access to recalibrate the meter. Although the Company had reduced the outstanding balance, the Ombudsman decided that the Company must apply the Back Billing Code and remove all additional charges which were more than 12 months old. The Ombudsman instructed the Company to contact C to arrange a payment plan taking into account C's ability to pay.

14.4

C provided a meter reading to the Company, who then realised it, had billed C on a five digit meter instead of a four digit one. Company sent C a bill for a large amount and C disputed the bill. Company decided to apply the spirit of the code and removed a large portion of the debt. C wants Company to remove more, if not all, of the debt. Company has offered an extended payment plan.

The Ombudsman decided that C was responsible for the outstanding debt on the account, and asked the Company to contact C with a view to arranging an extended payment plan taking into account C's ability to pay. Company was also instructed to discuss energy efficiency with C. The Ombudsman also instructed Company to credit C's account with a goodwill gesture and send a letter of apology for the poor level of customer service provided.

14.5

C complained that the Company reduced monthly payments yet account had been estimated. A year later C received a large bill. C disputed this with the Company and the meter was tested. The test found that the gas meter was under registering. C continued to complain to the Company but remained dissatisfied with its response. The Company

said that the meter test showed that the meter was under registering but it did not amend the account as this would not be beneficial to C.

The Ombudsman examined the information provided and was concerned that the Company reduced C's payments when estimated readings had been used. The Ombudsman was also concerned that the Company had failed to re-bill the account to apportion the usage more fairly. The Ombudsman required the Company to re-bill the account, award a nominal goodwill payment, arrange a payment plan and send a letter of apology.

14.6

C complained that electricity bills with the Company had been estimated despite C providing actual readings and the meters being read. C contacted the Company, provided up to date readings and was promised an amended bill. C complains that no amended bill was received and the Company has since billed C on an economy 7 tariff, which C did not request. C contacted the Company by email and letter but received no response or resolution. The Company said that C has two rate meters and due to a system change it cannot bill C to a standard tariff anymore. The Company said that C was better off on the economy 7 tariff.

The Ombudsman reviewed the information provided and although the Company's explanations were accepted, it was a concern that the Company had failed to inform C of the fact it could no longer bill to a standard rate tariff for C's two rate meters. The Ombudsman required the Company to contact C to discuss a way forward with regard to either billing manually or changing the meters to standard meters. The Company was also required to award a nominal goodwill payment and send a letter of apology.

14.7

C complained that the company harassed them for months and fitted a new meter forcibly under warrant. It was later found that there had been an error on the account's reference numbers and C was not a customer of the company at all. This took many weeks to resolve, but the company eventually acknowledged the error and offered C an apology and a goodwill payment. C rejected this as inadequate, wanting much more substantial compensation for the distress and inconvenience.

The Ombudsman considered that the actions of the company represented very poor service, but that the offers of goodwill gestures were generous and were to be maintained. As the company had already apologised in writing it was not required to do so again.

14.8

C complained as the Company C used to be with sent C a second final bill. C was informed that meter readings had been transposed and so the Company had re-billed the account. This then left a large outstanding balance.

Upon contacting the Company for a case file it contacted C and agreed to withdraw the outstanding balance in full and final settlement.

14.9

C complained that the company had incorrectly billed them as the data held on the property was wrong. C had tried to transfer to a new supplier but was unable to do so because of this mix up. C complained to the company which failed to respond fully and failed to resolve C's complaint before C approached the Ombudsman. The company investigated the account further and found C's preferred supplier had already been supplying C's property, but with incorrect meter and address details. It recognised too that there had been a shortfall in customer service as there had been a considerable delay for C.

The Ombudsman considered that much of the database errors were out of the company's direct control, but that there had been poor customer service for C because of this. The company was required to make an apology and provide a goodwill gesture. It was also required to refund any payments made after the date confirmed as being the transfer date to C's preferred supplier. C was recommended to see what their new supplier could do on their behalf, over the incorrect data.

14.10

C received a large bill from the Company which C disputed. C said that although readings had been provided the Company failed to use them. As a consequence C received a very large catch up bill. The Company reduced the balance by 25% but C remained unhappy with this. The Company said that the Billing Code did not apply as it had tried to obtain readings from C.

The Ombudsman examined the information provided and was concerned that the Company failed to bill C correctly, despite it receiving actual readings. It also failed to use a correct reading provided by C. The Ombudsman required the Company to apply the Billing Code and withdraw all previously unbilled usage older than one year. This was viewed as reasonable resolution in this situation.

14.11

C complained that the company sent ever increasing bills that outstripped their expectation of energy usage. C complained and stated they were advised that a new boiler was needed. It later discovered that there had been a fault on C's meter. This was replaced and C's bills reduced again. Neither side provided sufficient evidence to show a new boiler was needed; that C had been recommended to pay for one; or how much it cost.

The Ombudsman decided there was insufficient proof to show the possible need for a new boiler was either before or after the meter developed its fault. However, the

Ombudsman concluded there had been poor customer service for C, as the company could have been more proactive to resolve C's complaint sooner. It was required to provide an apology for poor customer service; provide a goodwill gesture for its failing to conclude matters sooner; and apply the spirit of the Billing Code to not back bill C beyond one year from the date of the new catch up bill.

14.12

C is unhappy that C's final meter reading was recorded incorrectly which resulted in C's first bill with C's new company to be incorrect. C advised that she had to chase this matter on numerous occasions without success.

The Company provided C with a correct bill statement using the correct meter reading. The Company apologised for the inconvenience and provided a goodwill payment.

The case was resolved at this stage and no further action was required by the Ombudsman.

14.13

C disputed final bill with the Company due to inaccuracies in relation to the tariff. C remained dissatisfied with the Company's response. The Company said that the final bill was correct and no further action was required.

The Ombudsman examined the information provided and after review noted that the final bill was incorrect. The Company was required to amend the meter readings used and issue an amended final bill. The Company was also required to award a nominal goodwill payment and send a letter of apology.

14.14

C complained that the Company failed to use actual meter readings provided. As a consequence C received large bills for both gas and electricity. C complained to the Company but remained dissatisfied with its response. The Company said it had not received any gas meter readings. It did however receive electricity readings but these were not used as the Company held incorrect meter readings. Consequently C was billed to estimated readings.

The Ombudsman was concerned that the Company failed to use actual meter readings provided. Taking this into account, and several service shortfalls, the Ombudsman required the Company to award a goodwill payment and arrange a suitable payment plan with C.

21.0 Transfer

21.1

C was a gas and electricity customer of another supplier. However due to an erroneous transfer the service moved to the Company. C continued to pay the old Supplier and complained to the Company after receipt of a bill. The Company transferred the gas back but encountered difficulties with registering the electricity with the previous supplier. C was unaware that the supplies had not returned and thought the electricity had been transferred for a second time. The Company offered to transfer the services back and use mediation but C wanted a full investigation by the Ombudsman.

The Ombudsman considered that the Company had failed to apply the Customer Charter for erroneous transfers and so had shown a shortfall in customer service. It was to apologise, review how the transfer had occurred and ensure no debt collection activity commenced. It was to regularly keep C informed until return of the supply and make a goodwill payment for the time, inconvenience and expense incurred to C.

21.2

C had gas central heating installed and C's off peak electricity meter was removed but C continued to receive bills which included a standing charge for the off peak meter. C disputed this with the Company and after two engineer visits C's details were updated to show this. Despite this, the Company issued a further bill which showed incorrect standing charges.

The Ombudsman concluded that the Company must obtain current meter readings and issue an amended bill to show the meter removal and excluding any standing charges for the removed meter. The Ombudsman also instructed the Company to ensure that C's details were removed from the Debt Collection Agency's files and provide confirmation that C's credit rating had not been adversely affected. The Ombudsman also decided that the Company had provided a shortfall in customer service and was told to credit C's account with a goodwill gesture and send a letter of apology.

21.3

C transferred away from the company however the new company did not take over the supply correctly and it was transferred back a short time later. During this period C was making payment on a prepayment meter. The other company had advised C that it would not charge for the period when the supply was with it. C contacted the previous company to ask for payments to be refunded. The company advised that C would need to reclaim these from the other company. C was unable to resolve the situation with each company advising C to go to the other. The company did eventually contact the other company and it was agreed that the other company must reclaim the payments and that these could then be refunded.

The Ombudsman concluded that the problem mainly lay with the other company however the Ombudsman required the company to issue an apology and to offer a goodwill payment for the delay in dealing with the complaint.

21.4

C contacted the gas supplier after noticing it was no longer taking their Direct Debit payments. C then discovered their supply had been erroneously transferred to another, and they detailed to problems experienced trying to transfer back. C contacted the original supplier on many occasions, and complained about a number of delays and poor customer service being experienced.

The Supplier proposed to ensure the account was transferred back erroneously, provide a payment plan for the arrears, and make a goodwill credit to the account.

In resolution it was proposed that these offers were maintained, with a letter of apology sent to C, and C placed on the dual fuel discount scheme.

45.0 Sales - Erroneous Transfer

45.1

C was customers of a third party for gas and electricity but the supplies were erroneously transferred to the Company. It took time for the supply to be transferred back and C was chased by debt collections for payment of the account. This action continued after the supply had transferred back. C felt compelled to pay for the debt even though charges had continued with the original supplier. C complained and the Company offered a goodwill payment which C returned as insufficient. On referral to the Ombudsman this offer was increased.

The Ombudsman reviewed the error along with the service received and the subsequent debt collection activity and considered that the offer was too low. The Company was to make an increased payment.