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## **1.0 Billing**

### **1.1**

The Supplier failed to issue bills or read C's meter for over two years. This was found to be in breach of the Code of Practice. The Supplier altered the Direct Debit instruction without considering C's ability to pay. The Supplier was unable to reach an agreement with C of a monthly rate. The Ombudsman considers the Supplier failed to administer this case correctly or demonstrate an acceptable standard of customer care.

In summary the Ombudsman requires the Supplier to ensure C receives bills and statements of account; arrange for the meter to be read; recalculate the account in accordance with the spirit of the two-year back billing rule; effectively charging only for the last two years of consumption; investigate if it has taken into account all of C's payments from the balance; make a goodwill gesture in recognition of the customer service issues raised; offer C a payment plan taking into consideration C's ability to pay the outstanding balance on the account as well as current consumption; provide advice on energy efficient consumption; and to issue a formal letter of apology.

The Ombudsman recommends that the Supplier reviews any training issues and shortfalls in its customer service procedures that C's complaint highlighted.

### **1.2**

C complained to the supplier about the delayed provision of their gas and electricity bills. It was evident that these had only been provided with avoidable delays, with C disputing the estimated reading used to calculate the gas account. The supplier advised that neither C nor itself had a record of the opening reading meaning that an estimated opening reading was used. C disputed the gas bill provided, and as more time had elapsed, it was concluded that a reassessment could be completed based on the current readings at the property. It was also concluded that C had received a poor level of customer service, avoidable delays and incurred costs trying to resolve this matter.

In resolution the supplier was required to send a letter of apology, ensure a current reading is taken for the gas account, and based on this information reassess the charges on the account. The supplier was required to then provide a full written breakdown of the account in order to clarify if C had been overcharged, and to ensure any overcharges were credited (if the reassessment showed any undercharge, these charges were not to be applied). Once the reassessment had been completed the supplier was required to reduce the outstanding balance by a set amount as a gesture of goodwill, and make a further goodwill credit to the account in full consideration of the issues raised. The supplier was required to provide a new bill, and agree a payment plan with C to clear the outstanding balance. The supplier was also required to ensure any adverse credit information was removed, and that no further debt collection action was taken so long as C adhered to the payment arrangements.

### **1.3**

C complains the Supplier collects payment nightly from the prepayment meter when the service is not being used. It was found that due to the pricing system the meter updates each night. This was found to be a technical and commercial decision that the Ombudsman has not remit over for review. No refund was deemed to be due. It was apparent the Supplier failed to honour three appointments and failed to issue compensation within the period specified by the Guaranteed Standards of Service. The Ombudsman notes that the complaint was not handled in a timely manner and C incurred costs as a result.

In summary the Ombudsman required the Supplier to make a goodwill gesture in light of the customer service issues raised and the failure to pay compensation in accordance with the Guaranteed Standards.

### **1.4**

C received a high final bill from the Supplier and complained. The Supplier advised it was correct. C continued to complain and the Supplier confirmed it had been incorrectly calculated. C received debt collection notices due to the incorrect bill. The Supplier produced a correct final bill and assured C their credit file had not been affected.

The Ombudsman was disappointed with the Supplier's actions in this instance and was concerned that C may have been faced with debt collectors. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology.

### **1.5**

C was informed the Supplier could not accept meter readings taken at the property by a third party agency. C contacted the Supplier to query this. The Supplier visited C's property and advised C that the meter was not compatible with C's heating system and that C had been incorrectly charged on an economy instead of a domestic tariff. As a gesture of goodwill, the Supplier re-billed C's account in line with the lower rate tariff, but also installed a new meter, and advised C that from that point a standard domestic tariff would be applicable. C disputed this.

The Ombudsman was satisfied the Supplier has acted on information provided by a third party when installing the original meter. However, it was noted the Supplier had tried to change C's meter to one that was compatible, but had been unable to access the property and had subsequently failed to follow up the matter. This was considered to be reflective of a shortfall in customer service. The Supplier action to re-bill C's account on the more favourable tariff was deemed reasonable. The Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill in respect of the customer service issues identified, provide C with the opportunity to arrange a payment plan and explain the reduced charges to C.

## **1.6**

C complained to the supplier about the delayed billing of their gas account following a transfer from a previous supplier. It was apparent that an initial delay was caused by a disputed reading, although the supplier acknowledged further avoidable delays were due to poor customer service and some technical problems. In an attempt to resolve this matter the supplier proposed to ensure a bill was sent out with a reduced balance.

In full consideration of this matter, the supplier was required to send a letter of apology, including an explanation for the problems experienced and for its failure to respond to letters and call back requests. The supplier was also required to arrange for the gas meter to be read, and for an accurate up to date bill to be produced showing a reduction as a gesture of goodwill. In addition the supplier was required to make a further goodwill credit to the account in full consideration of the poor customer service provided and any costs incurred; the supplier was also to agree a payment plan with C to clear the outstanding balance, taking into consideration their ability to pay.

## **1.7**

C complained to the supplier about incorrect final gas and electricity bills, this being due to some payments not being applied, some avoidable delays, and disputed readings. The supplier acknowledged a delay with the final gas bill and advised that all payments had now been applied. It was explained that the closing readings were those taken by the new provider.

It was concluded that C had experienced avoidable delays with the production of then gas bill, and that they had received poor customer service when trying to resolve this matter. However, the supplier's decision to use the new providers readings appeared appropriate without any evidence to suggest an error had occurred.

The supplier was required to send a letter of apology, make goodwill credits to both accounts, and produce new final bills.

## **1.8**

C complained to the supplier about an incorrect bill being received following an electricity supply transfer. The supplier acknowledged that a problem had occurred with misdirected payments and opening meter readings, however, it failed to take the necessary remedial action.

It was concluded that C had failed to receive an adequate level of customer service with calls and letter failing to receive the necessary response. In resolution the supplier was required to send a letter of apology, ensure all payments were applied to the account, provide a new correct bill, make a further goodwill credit to the account, and ensure any adverse credit information was removed.

## **1.9**

The Supplier failed to accurately account for an overpayment that C had made maintaining the account was clear. Due to the confusion caused the Supplier applied a small goodwill credit to the account.

On review of the accounts it was determined the Supplier had incorrectly administered the account and the overpayment should have been refunded. There was evidence of poor customer service in the handling of the complaint.

In summary the Ombudsman required the Supplier to refund the overpayment; make a further goodwill gesture and to issue a formal letter of apology providing an assurance that the account is closed with a nil balance and an assurance that C's credit history has not been adversely affected by this matter.

## **1.10**

The Ombudsman considers Supplier failed to administer this account accurately following C's house move. The Supplier failed to close the previous occupiers accounts and instead transferred the account, and outstanding balance to C. The Supplier then blocked a transfer of C's services due to non payment of the debt. The Supplier took corrective action and made a goodwill credit that C decline was satisfactory. In summary the Ombudsman requires The supplier to make a further goodwill credit in light of the inconvenience and costs incurred; offer C a payment plan; and to issue a formal letter of apology and an assurance that C's credit history has not been adversely affected by its actions.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C received gas bills from the Supplier and it was established that C had not been billed for gas for two years. The Supplier offered a 20% reduction, a goodwill payment and a payment plan for two years but C remained unhappy.

The Ombudsman said that the Supplier was not back billing C more than two years and so C was liable to pay for gas used. The Supplier's reduction, goodwill and payment plan were viewed as a reasonable resolution. The Ombudsman required the Supplier to send C written confirmation of the agreement and when the first monthly payment would be taken.

## **8.0 Billing - Lack of Information**

## **8.1**

C complained that the supplier added a charge when a change was completed to their account. The supplier investigated and justified the charge, but conceded that it was not well explained to C. It offered to reduce the outstanding balance.

The Ombudsman considered the offer by the supplier was appropriate; it was required to complete the offer and make an apology for the poor explanation given to C previously.

## **8.2**

C complained that the supplier had billed for arrears, which were being paid, but which were later increased without warning. C complained, but the supplier failed to provide an explanation for many weeks. The supplier then investigated and found the debt originally applied to C's account was incorrect and it needed to increase the total to account for the shortfall.

The Ombudsman found the supplier had delayed in providing C with an explanation of this, despite C requesting one. This was considered poor customer service, but there was no reason to doubt the final amount that the supplier stated was due. The balance of the debt was to stand, but a goodwill gesture and apology were required for the delay and shortfall in customer service.

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

### **14.1**

C complained that the supplier had charged excessively. The supplier stated that C did not complain until after C had stopped being its customer. It did investigate C's complaint but decided the bill was correct.

The Ombudsman could see no reason to waive the charges applied to C's account as it was not aware of the problem soon enough and the late report meant the issue could not be realistically assessed with any confidence. The supplier was required to make an apology for a shortfall in customer service, but the disputed bill was to remain.

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

### **25.1**

C complained that the supplier failed to take the appropriate action when a request was made to close accounts for a third party and open them in C's name. The supplier failed to do this at first and when it did as C requested, it closed them again in error. The supplier acknowledged there had been poor customer service and made a small goodwill payment.

The Ombudsman considered the actions of the supplier required an additional goodwill payment and an apology for the delays, poor customer service and errors.

### **25.2**

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

The Supplier confirmed it had failed to take steps to address the erroneous transfer of C's gas and electricity supply and that C had received an unsatisfactory level of customer care. It offered to complete the transfer of gas and electricity back to it and apply a discount as a gesture of goodwill to each of C's bill when the accounts had been set up and meter readings obtained. It also confirmed it would set up a Direct Debit on each account as requested by C and ensure C's accounts were on the requested tariff.

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