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## **1.0 Billing**

### **1.1**

C complained that Supplier did not bill correctly since the meter was exchanged. Supplier stated there had been a delay in fully opening the account and sending C the first gas bill. Although the account had been set correctly the meter exchange was updated incorrectly, which resulted in a large bill. Supplier stated that the advisor did not update the meter exchange correctly and C was charged as though C had an imperial meter when in fact C has a metric meter. Supplier stated that the meter exchange had now been updated correctly and a revised bill has been issued up. Supplier refunded C.

The Ombudsman examined the notes that Supplier had supplied for C's account and noted there had been a shortfall in service levels due to the matter not being dealt within an appropriate manner and timescale. The Ombudsman required Supplier to provide C an apology for poor service and in recognition provide a goodwill payment.

### **1.2**

C complained to the supplier about an electricity bill received after the account was closed. It was evident the balance was correct, with the problem arising because of estimated readings being provided over a considerable time. The supplier outlined the problems it had experienced reading the meter situated in a neighbouring building. In such circumstances the supplier agreed to make a substantial reduction, but C remained unhappy and required an answer to the questions posed in a letter.

It was concluded that both parties should share some responsibility for the balance accrued. Therefore the supplier was to confirm in writing the new reduced balance, in addition to reviewing C's letter and responding to the points raised, as well as apologising for the problems caused and ensuring any adverse credit information was removed.

### **1.3**

The Supplier incorrectly billed C's account on underestimates and chose to ignore meter operative actual reads. Once the company took ownership and applied the correct four digit reading C incurred a large debt. The Supplier failed to review C's method of payment for four years. The Ombudsman concludes that administration demonstrated was ineffective and the customer service was poor. In summary the Ombudsman requires the Supplier to cancel any outstanding debt that relates to energy consumed more than two years ago; offer C a payment plan taking into account C's ability to pay; and to issue a formal letter of apology.

#### **1.4**

C complained that the supplier failed to process a final bill when they moved house. C complained and the supplier stated that it had made an error; that bills and reminders were not sent before it referred C to a debt collector. C states the supplier later stated the final bill was sent but to the old address, however, it failed to provide a duplicate bill as requested. The supplier offered a goodwill payment, but it was rejected by C.

The Ombudsman considered the supplier had provided the bill, but it was not forwarded to C in time. There was also evidence of poor customer service from the supplier. It was required to complete the goodwill offer already made, which was considered reasonable and to make an additional contribution towards C's costs.

#### **1.5**

C complained to the supplier about a number of incorrect credit bills being received and its failure to fulfill an agreed price capping contract. After reviewing this matter it was clear that the supplier was unable to maintain a price capping agreement due to the type of meter installed at C's property. However, the supplier was entitled to withdraw this in line with the Terms of the Supply Contract. A number of further errors were caused by the undercharging of the meter, and historic debt which had been created as a result.

It was concluded that C had experienced a number of avoidable errors and poor customer service. In resolution the supplier was required to send a letter of apology, arrange for an up to date meter reading to be taken, ensure any historic debt is cancelled, credit some excess charges, make a further goodwill credit to the account, provide a cheque refund in respect of any credit showing.

#### **1.6**

C complained that the supplier failed to bill them correctly, breached the Data Protection Act and failed to respond to their complaint. The supplier investigated C's complaint and found that Direct Debits had been set up incorrectly, based on an incorrect meter reading. The supplier took steps to correct this and offered a small goodwill payment with an apology.

The Ombudsman decided there had been a shortfall in customer service, but the Data Protection Act had not been breached. However, it was recognized that there had been poor customer service for C for which an apology and additional goodwill payment were required.

#### **1.7**

C complained that the Supplier failed to bill C since 2005. C complained to the Supplier but remained dissatisfied with the response received and the offer of a 43 month payment plan. C requested a higher figure of compensation. The Supplier said that C's account had not been set up correctly and was associated with the developer of the

house that C bought. Consequently C was billed but the bills were sent to the incorrect address. The Supplier said it had set up a new account and then provided C with a breakdown of bills and payments. This showed that C had an outstanding balance as monthly payments had not covered the usage. The Supplier said it offered to reduce the debt by 10% and also offered a payment plan but C declined.

The Ombudsman said that C had received poor customer service from the Supplier as it failed to resolve the account problem for over two years. The Ombudsman was of the opinion that the reduction of 10% should be increased to 15% plus the Supplier was required to honor the payment plan

### **1.8**

The Supplier produced an energy bill based on estimated readings. C disputed the bill and had provided actual meter readings. C experienced a poor level of customer service.

The Ombudsman required the Supplier to recalculate C's bill using the actual meter readings taken rather than the estimated usage. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

### **1.9**

The Supplier failed to provide an adequate level of customer service and administration on this account. The company provided incorrect account information raising C's expectations that a refund was due. It failed to attend fixed appointments and caused C inconvenience and concern when seeking resolution to the complaint.

The Ombudsman requires the Supplier to make a goodwill gesture in recognition of the customer service issues raised, costs incurred and failure to meet the Guaranteed Standards of service; stop any transfer by the erroneous transfer system, resetting the method of payment by DD; contact C to agree a monthly DD amount considering C's ability to pay; and to issue a formal letter of apology including a summary of the account history. It should provide a detailed explanation of the recalculation of the account and actions taken.

### **1.10**

C complained to the supplier about its failure to produce a gas or electricity bill. The supplier advised that this was due to some details failing to be transferred.

It was concluded that there had been avoidable delays with the supplier's remedial action, with C failing to receive an adequate level of customer service.

In resolution the supplier was required to send a letter of apology, ensure all necessary remedial action was completed, send out accurate gas and electricity bills, and make a goodwill credit to both accounts.

### **1.11**

C complained that the supplier failed to correctly bill them and threatened legal action. C also complained that they had contacted the supplier several times but got no response. The supplier investigated C's complaint to the Ombudsman and stated the payment C made was on the previous occupant's account and that it had difficulties, with delays in reconciling it properly.

The Ombudsman considered C had experienced poor customer service, despite the supplier saying the account had been corrected, albeit belatedly. The supplier was required to make an apology for the shortfall in customer service, provide a goodwill payment and ensure it refunded C's credit balance.

### **1.12**

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

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

### **1.13**

C complained to the supplier about no electricity bills being received. The supplier reviewed this matter and discovered that C's meter details were incorrect due to a prepayment meter being recorded when this had been changed to a credit meter some time earlier. This led to an incorrect credit showing on the account and no bills produced as a result.

It was concluded that C had received poor service from the supplier and that avoidable delays had been experienced. It was noted that these corrections would lead to a large bill being received through no fault of C. Therefore in resolution the supplier was required to send a letter of apology, explain the circumstances which led to the delayed production of a correct invoice, reduce the outstanding balance by 10% as a gesture of goodwill, make a further goodwill credit to the account in full consideration of the poor service received and any costs incurred, offer a postponed payment plan, and provide an up to date electricity bill, a breakdown of the account, as well as confirmation that C was benefiting from a dual fuel discount.

#### **1.14**

C was billed incorrectly for their energy usage over a period of time. C disputed the charges. The Supplier waived several years' charges in line with the back billing code of practice. The Supplier also made a goodwill payment.

Although the Ombudsman was concerned that C had been billed correctly, the Supplier's action of waiving some charges and making a goodwill payment was welcomed. The Supplier was required to arrange a payment plan with C and write a letter of apology.

#### **1.15**

C complained that the supplier changed their account without authorisation and incorrectly billed them. C complained but reported getting no response. The supplier stated it had attempted to contact C but was unsuccessful; this was demonstrated in its contact log notes. The supplier acknowledged there had been a widespread issue that affected many customers, not just C and it made proposals to rectify this, along with a goodwill payment and to waive charges for the disputed period.

The Ombudsman considered the supplier's proposals were reasonable and required them to be completed to correct C's account. It was also required to make an apology for the shortfall in customer service and the errors.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C provided accurate meter readings. The supplier recalculated the charges to reflect the readings which resulted in a large balance. C disputed the charges and the supplier found it had charged C on the incorrect tariff for over two years. The supplier recalculated the bill on the correct tariff, but C requested an explanation of how the revised charges had been calculated before wishing to make a payment. The supplier sent C numerous copy bills, but failed to provide an explanation. C continued to query the

balance and the supplier passed the account to a debt collection agency. C contacted the supplier and wrote a letter of complaint, but the supplier failed to respond. C paid the full balance of the account, but remained unhappy with the supplier's lack of response and the late payment charges it had applied.

The Ombudsman considered the supplier's failure to provide C with a reasonable explanation of how it had calculated the charges, and the original billing errors on the account to be reflective of a shortfall in customer service. However, the reduction the supplier had made to the balance as a gesture of goodwill was considered to be reasonable. It was noted the supplier had failed to respond to C's letter and provided C with confusing information. The supplier was required to make a further payment as a gesture of goodwill, send a letter of apology and provide an explanation of how the revised charges had been calculated.

## **6.0 Billing - Inaccurate Meter Reading**

### **6.1**

C complained to the supplier about its' failing to read the meter leading to inaccurate bills being produced. It was clear that two further issues had led to the billing problems, with an incorrect opening reading being accepted without challenge, and subsequent readings provided by meter readers and C being ignored as they were less than the opening reading. This led to C's account being estimated over a lengthy period.

It was concluded that the supplier have failed to take control of this matter and provided a poor level of customer service throughout. However, it was proposed that the supplier should recalculate the gas bill based on the average daily usage from the readings provided.

In resolution the supplier was required to send a letter of apology, make a goodwill credit to the account in respect of the poor customer service and a number of avoidable costs. The supplier was also required to make a further goodwill credit if C provided a copy of their telephone bill to clarify these charges, arrange for the meter to be read, provide a new gas bill based on an amended opening meter reading, provide a full breakdown clearly showing how the average daily gas usage was calculated, refund any credit showing on the account.

### **6.2**

C complained that the Supplier cancelled the account in error. The Supplier then took three months to reinstate the account. C complained that the Supplier then billed C for the incorrect meter. C sent letters to the Supplier but received no response. The Supplier confirmed that in error the account had been closed. The Supplier also confirmed that the Meter Operator had not updated it with a meter change and this was why C was receiving incorrect bills.

The Ombudsman said that after review of the information provided C had received several service shortfalls with the Supplier. The Supplier failed to reinstate the account for three months and failed to respond to C's letters or resolve the problem with the incorrect billing. The Ombudsman required the Supplier to obtain the correct meter details and an up to date reading and to recalculate C's bills. The Supplier was also required to award a nominal goodwill payment and send C a letter of apology.

### **6.3**

C complained about a very large bill and the Supplier delayed investigating the matter. To establish if C had been billed incorrectly, the Supplier needed an engineer to complete meter accuracy tests in the first instance. The Supplier failed to attend prearranged appointments and contact C in accordance with its Guaranteed Standards.

The Ombudsman required the Supplier to complete the meter accuracy checks and confirm the day and night readings; review the account based on the results of this check and issue a revised statement; make a goodwill gesture in recognition of the customer service issues raised including the compensation due in accordance with the Guaranteed Standards of Service; and issue a formal letter of apology.

### **6.4**

C complained that when C moved to a new property the old meter was exchanged with a new one. Due to an incorrect meter reading being taken at the time this caused C receiving an inaccurate bill from supplier. Despite numerous contacts made by C the matter was not resolved by supplier. Supplier proposed that an amended bill was issued to C as soon as possible, with an apology for the length of time taken to resolve the matter. Whilst the Ombudsman appreciated this it was felt that supplier has not made it clear whether the amended bill would be based on reading C provided. The Ombudsman required supplier to recalculate the bill and apply credits equivalent to the disputed amount. Furthermore, since there was evidence of poor service and the account being referred to as a debt the Ombudsman required supplier to provide an apology, provide a goodwill gesture in recognition and to provide C assurance that no adverse information had been recorded against C's name in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

### **6.5**

C complained to the supplier about an incorrect opening meter reading being used. C highlighted that a correct reading had been provided at that time, with the supplier acknowledging this point and promising this would be amended. Despite these assurances the supplier failed to amend the account in error, leading to reminders and debt collection letters being received by C.

It was concluded that there had been an avoidable delay surrounding the supplier's amendment of the opening reading. The information received highlighted that a number of calls and letters also failed to receive a response from the supplier, with C receiving

poor customer service throughout. It was welcomed that the outstanding balance has been successful amended at the time of the report, but given the problems this had caused for C, a number of proposals were made. In resolution of the complaint the supplier was required to send a letter of apology, cancel the account and full outstanding balance as a gesture of goodwill, make a goodwill payment and provide a written assurance that no adverse credit information had been recorded.

## **6.6**

C complained that that following a meter change, C was not been billed correctly. C stated the supplier sent a bill for arrears when the account should have been in credit. The supplier stated it was not informed immediately that C's meter had been changed. It therefore billed incorrectly. C asked for the account to be reviewed but got no response. C complained but initially got no reply. The supplier later investigated and found C had over paid. It offered to refund the overpayment and make a goodwill gesture.

The Ombudsman considered C had had poor customer service from C, but considered the goodwill gesture was generous. The supplier was required to complete it along with the refund and an apology.

## **6.7**

C transferred to the Supplier but there was a delay in setting up the account due to missing metering information. C contacted the Supplier several times, and provided accurate opening readings, but the account remained in dispute and C was not satisfied the issue had been resolved. C transferred to a new Supplier, but disputed the final readings used by the previous Supplier.

The Ombudsman acknowledged the delays C had experienced and considered the Supplier had not taken reasonable steps to resolve the dispute in a timely manner. The Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, issue a bill showing the readings provided by C and arrange a payment plan. It was also required to verify the final readings with C's new Supplier.

## **7.0 Billing - Incorrect Account Details**

### **7.1**

C advised the supplier that their tenant had moved out of a rental flat and that any bills should be sent to their home address. Despite a number of subsequent requests, the supplier failed to action this request for a considerable time.

It was concluded that the correction of the account details was only completed following avoidable delays and poor customer service. Additionally, while there was no evidence

to suggest the account had been incorrectly billed, C suggested the figures were incorrect. This may have been due to the latest readings being estimated.

Therefore the supplier was required to send a letter of apology, make a goodwill credit to the account in consideration of the customer service issues and any costs incurred, as well as arranging for the electricity and gas meters to be read. The supplier was also required to send out new bills once this action had been completed.

## **7.2**

C complained that the supplier divulged information about them to a third party. The supplier investigated and stated that it had confirmed details mistakenly to a neighbour of C, who contacted it to state they were incorrect. The supplier then corrected the two accounts and C's details were removed from the other account. C wanted a large compensation payment, citing the potential for more serious security breaches and abuse.

The Ombudsman considered the error was a very unfortunate administrative slip, that the goodwill payment suggested by the supplier was adequate and that the large reward that C requested was not warranted.

## **11.0 Billing - No Bill Received**

### **11.1**

C did not receive a bill from the Supplier. C contacted it to complain and the Supplier stated the issue would be resolved. However, no action was taken and C still did not receive a bill. C complained several times, and was promised call backs, but the Supplier did not respond.

The Supplier's failure to issue regular bills or respond to C's complaint was considered to be reflective of a shortfall in customer service. It was required to send a letter of apology, apply a credit as a gesture of goodwill, issue an up to date bill and provide C with the opportunity to arrange a payment plan. It was also required to confirm in writing that there were no issues with C's account that would prevent regular bills being issued in the future.

### **11.2**

C complained that the Supplier had failed to set up an electricity account at C's new address. C had called the Supplier on several occasions but received no resolution. C requested that the Supplier set up the account and award the dual fuel discount that C had not received. The Supplier said that the account had not been set up as it was waiting on flow information from the data Controller. The Supplier agreed that the dual

fuel discount should be applied to C's account. The Supplier said that once the information had been received it could then set up an account.

The Ombudsman was concerned that the Supplier had failed to set up an account for approximately nine months. As a resolution the Ombudsman required the Supplier to continue to monitor the account and to keep C updated. Once the information had been received the Supplier was required to bill C correctly. The Supplier was also required to credit the dual fuel discount and to also award a nominal goodwill payment to C.

### **11.3**

C did not receive a bill from the Supplier. C contacted it to complain and the Supplier stated the issue would be resolved. However, no action was taken and C did not receive a bill. C complained several times, and was promised call backs, but the Supplier did not respond.

The Supplier's failure to issue regular bills or respond to C's complaint was considered to be reflective of a shortfall in customer service. It was required to send a letter of apology, apply a credit as a gesture of goodwill, issue an up to date bill and provide C with the opportunity to arrange a payment plan. It was also required to confirm in writing that there were no issues with C's account that would prevent regular bills being issued in the future.

### **11.4**

There was a delay in the Supplier issuing a bill to C. On receipt of a bill, C asked the Supplier to explain how the charges had been calculated, which it did. C was unhappy with the response and sent several letters of complaint to the Supplier. The Supplier did not reply to all of C's correspondence. However, it did escalate C's complaint, but C remained unhappy with the response issued.

The available information confirmed there had been a delay in setting up the Direct Debit on C's account, which resulted in a balance accumulating. The Ombudsman was satisfied the reduction to the bill the Supplier had provided was reasonable. However, the Supplier's failure to reply to all of C's letters, and the conflicting information it had provided on occasion was considered to be reflective of a shortfall in customer service. It was required to apply a credit as a gesture of goodwill and provide C with the opportunity to arrange a payment plan.

## **13.0 Billing - Payment Method**

### **13.1**

C agreed to a payment plan with the Supplier for 24 months. C then received letters advising of a payment increase. C disputed this with the Supplier. The Supplier offered

an increased payment plan to C but C remained unhappy. The Supplier said that the payment plan originally agreed with C did not take into account ongoing consumption. The Supplier said it had now revised its payment plan offer but C declined to accept this.

The Ombudsman said it was clear that the Supplier agreed to a payment plan with C and did not take into account C's ongoing usage. The Ombudsman said that the misinformation received was viewed as poor customer service. The Ombudsman said that the Supplier should agree a 24 month payment plan with C to cover ongoing usage. At the end of the payment plan C will then be required to make a one off payment. The Supplier was required to confirm this agreement with C and to also award a nominal goodwill payment for the misinformation received.

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

### **14.1**

C contacted the Supplier when moved into premises to set up an account. A month later C applied to transfer service to another supplier. C called the Supplier to make payment but the Supplier could not take payment. C complained that advisors had been rude to C. C requested the outstanding balance be withdrawn and compensation. The Supplier said that in error a second account was set up. The Supplier admitted that C had received poor customer service.

The Ombudsman said it was evident that C had received poor customer service from the Supplier but could find no justifiable reason why the outstanding balance should be withdrawn as C remained liable to pay for energy used. The Ombudsman required the Supplier to award a nominal goodwill payment and send C a letter of apology.

### **14.2**

C had a large credit on account but the Supplier failed to refund this to C or provide bills to show how the credit had occurred. C complained to the Supplier but received no help or resolution. The Supplier confirmed that it did owe C a refund.

The Ombudsman was concerned that the Supplier failed to resolve the issue within an acceptable time frame. The Ombudsman required the Supplier to send C a cheque for the account credit and to award a nominal goodwill payment.

### **14.3**

C said agreed to set a payment each month with the Supplier for two years. The Supplier then contacted C to change this. C remained unhappy with the Supplier's offer and proposed monthly payments. The Supplier said that the goodwill credited to C's account was in recognition of any misinformation provided. The Supplier advised that it

viewed this as a suitable resolution and also offered a 12 month payment plan of the outstanding balance.

The Ombudsman said that any misinformation provided to C was viewed as unacceptable and poor customer service. However, the offer of goodwill and the proposed monthly payment plan were viewed as a reasonable resolution. The Ombudsman required the Supplier to send C a letter confirming the payment plan and when the first payment would be taken.

### **33.0 Transfer - Request not Actioned**

#### **33.1**

C requested a transfer to the Supplier, but the request got lost in the system. The supply was eventually transferred, but C complained about the delay, and the Supplier agreed to provide a credit as a goodwill gesture. There was also a delay in setting up the Direct Debit on C's account and issuing an accurate bill to C, which resulted in a balance accruing on the account. C called and also sent a letter of complaint, but the Supplier failed to reply.

The Supplier's delay in processing the transfer request and setting up the account correctly were deemed to be indicative of a shortfall in customer service. It was required to apply a credit as a gesture of goodwill, send a letter of apology and provide the credit previously offered to C. It was also required to contact C and set up a Direct Debit on the account if this was something C still wanted.