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## **1.0 Billing**

### **1.1**

C has gas with Supplier. C disputed the size of the bills and wanted the Supplier to reduce them as C considered the meter to be faulty. C wrote letters of complaint to Supplier but received no response.

Supplier provided information of meter readings and checks conducted on meter.

The Ombudsman required that the Supplier make a goodwill payment to C for not responding to C's letters and accepted that billing was accurate but required that Supplier arrange for an energy advisor to contact C and give advice on energy efficiency.

### **1.2**

C says they changed supplier and moved back to their original supplier but in the interim never had the meter read. C then received a large bill. C would like an accurate bill. C also complains of poor customer service and that this was passed to a debt collection agency whilst being investigated by the supplier.

The supplier asks for accurate meter readings in order to adjust the bill. The supplier does not comment on customer service issues.

The Ombudsman required the supplier to as a gesture of goodwill waiver the outstanding bill on the basis the supplier could not prove C's usage and apologise for shortfalls in service.

### **1.3**

C's account was opened using an incorrect meter reading and C disputed the bill they received due to this. The Supplier confirmed that an error had occurred. However, there was a long delay before the Supplier corrected the error. C received a poor level of customer service. The Supplier made a goodwill payment.

The Ombudsman considered that a clear shortfall in customer service had occurred. The Ombudsman noted the Supplier's goodwill payment but considered a further payment was warranted. The Supplier was required to make an additional goodwill payment and write a letter of apology.

### **1.4**

C moved into a rental property and contacted the Supplier to set up an account. C received payment demands for a debt owed by a previous tenant. C contacted the Supplier to complain, but no action was taken and C received a disconnection notice. C also complained the Supplier had not sent a bill for the period since C had moved into the property. C did not receive a bill, but the Supplier issued payment demands against C's account. C called the Supplier numerous times, and wrote several letters of complaint, but the matter remained unresolved.

The Supplier confirmed it had amended the start readings on C's account and issued a corrected bill. However, the Ombudsman considered the Supplier had not taken reasonable steps to address C's complaint or hold debt collection proceedings against an account that belonged to the previous tenant. The Supplier was required to send a letter of apology, confirm C's credit rating had not been affected, apply a credit as a gesture of goodwill, provide C with the opportunity to arrange a payment plan and confirm that C would not receive any further payment demands for the balance due against the previous tenant's account.

### **1.5**

C did not receive a bill for nine months. Despite numerous calls to supplier the bill was not issued earlier. Supplier eventually issued the bill, apologised and provided a goodwill payment. C was of the opinion this was too low. C wanted more compensation and leave supplier without penalty.

The Ombudsman agreed there had been a shortfall in service levels, but was of the opinion that the goodwill payment applied was fair and reasonable. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition to allow the new supplier to take over the existing contract without penalty being incurred by C. C was responsible to pay supplier the outstanding balance on the account.

### **1.6**

The Supplier failed to finalize its accounts and take the appropriate action to terminate its accounts when it lost C's electricity supply to another Supplier. Based on the information submitted for review it seems C was charged by both the Supplier and the new Supplier for the same period of service. Transco confirmed the service had transferred to the new supplier therefore the Ombudsman required the Supplier to recall the account from recovery action and provide a written assurance that C's credit history has not been adversely affected by its actions; backdate the closure of the account with effect with a nil balance; provide a complete refund of all payments made after the effective closure date; make a goodwill gesture of £60 in light of the customer service issues raised, the inconvenience experienced and the contact costs incurred; and to issue a formal letter of apology.

### **1.7**

C moved into a new property and contacted the supplier about a gas supply. This was arranged, but shortly after another supplier took over the service due to the previous occupants applying for a transfer prior to moving. This was quickly resolved and the gas supply went back to the supplier as an erroneous transfer. However, the supplier has been unable to provide a gas bill to C due to the meter reading being higher than that recorded on the meter. It advised that National Grid would need to be contacted by C so that the previous supplier could be established, in order for a more suitable reading to be negotiated by the supplier. However there was no evidence of the supplier trying to establish this fact for itself, or contacting C to see if they could help.

It was concluded that the supplier had done little to rectify this matter, resulting in avoidable delays, and poor customer service. In resolution the supplier was required to send a letter of apology, contact National Grid to see if the identity of the previous supplier could be established, and contact the relevant previous supplier in order to negotiate a more suitable meter reading. Once this was completed, the supplier was required to provide a reduced opening bill as a gesture of goodwill, and consider providing a postponed payment plan in order to spread the repayments.

### **1.8**

C complained to the supplier about a delayed transfer of their gas and electricity services. It was apparent that the supplier had no record of the online request, although it then ensured both services were successfully transferred. C complained about further delays with the gas transfer and the supplier's failure to address concerns about the tariffs being used.

It was concluded that the supplier had failed to adequately respond to C's concerns and that they had failed to provide adequate customer service. In resolution the supplier was required to send a letter of apology, provide written confirmation about the tariffs being applied and up to date billing information. The supplier was also required to make a goodwill credit to the gas account in full consideration of C's problems.

### **1.9**

C complained that their supplier failed to provide updated meters and exchange them for credit meters. C complained but the supplier failed to respond. The supplier later did as C requested but only after several months had elapsed.

The Ombudsman considered C had experienced poor customer service, for which an apology, a goodwill payment and the proposed payment plan were to be provided.

### **1.10**

C complained that the supplier failed to send a bill and then required Direct Debit payments to be greatly increased. C complained and the supplier made various offers to C, including reducing the arrears and offering a payment plan which was later extended.

The Ombudsman considered there had been poor service for C; the offers from the supplier were appropriate, it was not required to waive the whole balance, as C had requested. However the supplier was required to extend the payment plan further.

### **1.11**

C notified the supplier of a tenancy change but the supplier failed to update its records properly which meant that the previous tenant. When C asked for credit meters to be installed in respect of gas and electric consumption the supplier refused as there were outstanding balances associated with the previous tenant now applied to C's accounts. This was considered poor customer service. The supplier went on to refer the accounts to its debt collection process as a result of its mistake in applying the previous tenant's debt to C's account. This was also viewed as poor customer service. After lengthy delay the supplier corrected matters and installed the credit meters that C had asked for.

the supplier was required to provide a letter of apology for the poor customer service experienced, provide a goodwill gesture by way of a credit to C's electricity account and to confirm that no damage had been caused to any credit reference files held in relation to C and to correct any adverse entries that may have already been made.

### **1.12**

C is disputed the final electricity bill as there was a problem with the updating of a meter exchange. C received a refund from the Supplier on the transfer of the account but then the Supplier issued a final bill for a very large amount based on actual readings. It maintained the account was correctly billed for the units of energy used however C complained that the household usage had not changed and wanted an explanation of such a surge. The Supplier failed to investigate this matter, provide energy efficiency advice or check the meter. The opportunity is now lost as C has moved suppliers.

The Ombudsman concludes the account was poorly administered and C experienced an unsatisfactory level of customer service. In summary the Ombudsman required the Supplier to recall the account from the recovery action; make a goodwill credit equivalent to 50% of the outstanding balance on the account in recognition of the contact costs, inconvenience and customer service failures raised; maintain the remaining balance on the account and offer C an extended payment plan considering C's ability to pay the balance; and to issue a formal letter of apology including an assurance C's credit file has not been adversely affected by its actions.

### **1.13**

The Supplier failed to set up the account in a timely manner and issue a meter box key and a prepayment card. C actively chased the company for action. The Supplier issued a final balance and sought recovery action despite C disputing the account as it was paid by a prepayment card. The Supplier withdrew the balance on the account and made goodwill payment towards C's costs.

In summary the Ombudsman required the Supplier to make a goodwill gesture and to issue a formal letter of apology in recognition of the poor customer service including an assurance C's credit file has not been adversely affected by its actions

#### **1.14**

C complains the Supplier objected to the transfer of the gas supply. The Ombudsman considers the Supplier was allowed to raise an objection as there was an outstanding debt on the account of over a month old.

The Supplier made a goodwill gesture equivalent to the outstanding balance on the electricity account as it stated C was not advised of the action in a timely manner. The Ombudsman required the Supplier to close the account with a nil balance.

#### **1.15**

C made an overpayment and requested a refund. the supplier said that it had made the refund but it did not demonstrate that this was the case. C did provide documentary proof that the refund had not been received via the account that the overpayment had been made from. In the circumstances the supplier was required to either demonstrate the refund properly or to provide the refund as requested. It was considered poor customer service that a proper investigation had not been carried out to settle this dispute as this would have avoided unnecessary inconvenience for C. C claimed that this dispute had prevented a switch to another provider which might have meant savings on the energy account but this was not upheld it was found that there was nothing preventing C making this switch.

the supplier was required to provide a letter of apology in respect of the poor customer service experienced in this case and to either identify the account that the refund was made to along with full details of the date it was made and if possible the time. In addition any documentary support should be provided in order that C could easily trace this refund back to the account. If this information could not be provided the supplier was to provide the refund to C and it was also to provide a goodwill gesture to C.

#### **1.16**

C moved into a new home and was billed using estimated readings by the Supplier. The C contacted the Supplier regularly to request that they be billed using the meter readings that C gave. C was promised this would happen but eventually the Supplier sent C a large bill and refused a payment plan. Since the complaint, C has changed to a new supplier and has paid off the balance.

The Supplier did not supply a case file to the Ombudsman.

The Ombudsman required that the Supplier send C a goodwill payment and apology for the poor customer service.

### **1.17**

C received a bill which had been calculated using estimated readings. C contacted their Supplier and informed them on the correct readings. The Supplier advised C not to pay the bill and an amended one would be sent. C was chased for payment by a collection agency. C experienced a poor level of customer service. The Supplier confirmed that it had failed to update C's account.

The Ombudsman was disappointed with the actions taken by the Supplier. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to recalculate C's account using the accurate meter readings. The Supplier was also required to make a goodwill payment and write a letter of apology.

### **1.18**

C complains the supplier used inaccurate opening meter readings. the supplier determined that it was likely the meter switch was faulty and therefore provided a goodwill credit equivalent to the period up to the renewal of the electricity meter. the supplier failed to use the accurate meter readings provided, and failed to take recovery action for the outstanding balance on the account. C complains that the supplier failed to issue bills however all bills were available online The Ombudsman considers no further goodwill gesture is warranted but the supplier is required to negotiate a payment plan to include both arrears and current consumption.

### **1.19**

C disputed the Suppliers bills and claimed it had failed to read the meter and set the Direct Debit instruction at an appropriate level to cover continued usage. The Supplier found that the meter was faulty and had been overcharging C for usage for two years. The Supplier closed the account with effect from the actual reading made two years ago and provided a cheque refund of the credit balance. The Ombudsman considers no further financial award was warranted but required the Supplier to issue a formal letter of apology in recognition of the undercharging, misinformation, poor customer service and administration demonstrated on the account

### **1.20**

C was issued a bill containing inaccurate address details. C complained to the Supplier on numerous occasions and was assured that the details would be amended. The Ombudsman concludes the Supplier's failure to amend the details and resolve this complaint a shortfall in customer service and an indication that the account was poorly administered. C accepts the Supplier apologised and amended its records and explained it had also updated Transco's records.

The Ombudsman was satisfied that the resolution actions were completed and no further action was required.

### **1.21**

C complained that despite making many requests for a bill the supplier did not deliver one. After a considerable length of time a bill that was considered high was delivered. the supplier said that it had noted incorrect flows being read and that this had led to delays in providing the bill. It was noted that progress was only made after various consumer bodies had contacted it. It was also noted that there had been poor customer service because C had made contact with C on a number of occasions but had received no response and had not been able to progress matters. It was considered that a discount that was applied by the supplier was appropriate only to the delay in it's providing the bill and that a further goodwill gesture should be applied to mark the poor customer service experienced. It was also considered important that the bill should be justified and that as a large bill had been delivered a payment plan should be offered.

the supplier was required to provide a letter of apology in respect of the poor customer service experienced, apply a further goodwill gesture in the form of a credit to the account and provide a justification for the bill provided, related if possible to the readings taken on the account and showing the build up of the bill. the supplier was also required to offer a payment plan to C.

### **1.22**

C complained that the supplier failed to properly charge them for over two years. C received bills but admitted they did not check them. The supplier then sent C a large arrears invoice. C complained but the supplier stated C should have noticed the omission themselves. C wanted the entire amount cancelled, as it was a direct result of the supplier's error.

The Ombudsman decided C should have checked the bills, but C had admitted this was never done. The supplier therefore had no reason to notice the error sooner. When it did it cancelled charges over two years old, in accordance with ERA guidelines. No further proposals were required of the supplier.

### **1.23**

C complained that after setting up a Direct Debit to account for payments to the supplier no payment was collected even after it was confirmed by the bank that the Direct Debit was arranged correctly. Further payments were not collected which led to C building up a large bill which the supplier asked to paid in one go. C refused and complained. the supplier did respond to C but C said that the supplier did not address all matters raised with it. the supplier offered to rearrange a new Direct Debit and to provide a payment in respect of C's telephone and postage costs. This was considered acceptable but C was also found to have experienced poor customer service and it was found that a goodwill gesture should be provided for that.

the supplier was required to provide with the amount offered in respect of postage and telephone call costs and to provide a further goodwill gesture in respect of poor customer service experienced, both these amounts were to be provided in the form of a cheque. In addition, the supplier was to ensure and confirm that C's Direct Debit was now correctly set up and functioning properly, to provide a letter of apology for the poor customer service experienced and to contact C to discuss the issues raised in correspondence and to ensure that all issues have been properly discussed and dealt with.

#### **1.24**

C did not receive a bill for some time and complained to the Supplier. The Supplier stated its records showed C's supply as being disconnected. The Supplier corrected the error and billed C for the period they had not received a bill. C disputed the bill. The Supplier made a goodwill payment but C remained dissatisfied. C experienced a poor level of customer service.

The Ombudsman was concerned by the error the Supplier had made but was pleased it had now been corrected. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Ombudsman considered the goodwill payment made by the Supplier recompensed for the error that had occurred but not the shortfall in customer service. The Supplier was required to make a further goodwill payment and write a letter of apology. The Supplier was also required to offer C a payment plan which took into consideration their ability to pay.

#### **1.25**

The Supplier failed to complete an Erroneous Transfer in accordance with the Erroneous Transfer Customer Charter despite C's request to return to its provision. When C then transferred to another Supplier through choice, the Supplier was not notified and the account was not closed due to its previous service failure. C actively sought resolution to the complaint however the Supplier failed to take ownership of the situation and take the appropriate action for many months. The Ombudsman concludes the Supplier failed to administer the account correctly or provide an adequate level of customer service in the handling of this complaint.

In summary the Ombudsman required the Supplier to issue a letter showing the account is closed with a nil balance; make a goodwill gesture in view of the delay, inconvenience, costs and customer service issues highlighted; and to issue a formal letter of apology.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C moved supplier and was charged a cancellation fee. Supplier maintained this charge. C complained.

Whilst the Ombudsman appreciated supplier's comments, but considered it had not provided any evidence of how and when it issued C with the Terms and Conditions. Whilst there was no reason to doubt supplier it was considered that the supplier should have been more specific and advised C when it was provided with the Terms and Conditions and how this was communicated to C.

The Ombudsman stated that in normal circumstances the Terms and Conditions would apply as being part of the contract and therefore any cancellation fees for penalty would also apply. However, given the circumstances of the case the Ombudsman required that the supplier to remove the cancellation fee charge as a goodwill gesture. The Ombudsman felt that compensation was not be due given the nature of the complaint.

## **5.2**

C received a bill for backdated charges. C contacted the supplier to dispute the charges and the supplier agreed to take another meter reading and confirm if the charges were correct. the supplier took a reading, but did not contact C until it the next quarterly bill was issued, by which time the due balance had increased further. C called the supplier again and wrote several times to dispute the charges. the supplier agreed to reduce the balance as a gesture of goodwill and offered C a payment plan, but maintained the rest of the charges. C remained unhappy with this.

It was noted that the supplier had reduced C's monthly DD payments, based only on estimated readings, which had resulted in the bill for backdated charges being bigger than if C's payments had been maintained at the original amount. This was considered to be reflective of poor customer service, and although the Ombudsman accepted C was responsible for payment of the backdated bill, the supplier was required to apply a credit, equal to the amount C would have already paid if the payment amount had not been amended. It was also required to maintain its offer of a payment plan. It was noted C had experienced difficulties contacting the supplier and the supplier was required to send a letter of apology in respect of this.

## **5.3**

C complained to the supplier about the charges applied to their electricity account following a prepayment meter being installed. It was evident that the supplier had incorrectly placed C on a single rate tariff following the meter installation, as C had economy 7 heaters. The supplier advised that this matter had now been corrected and that a refund of the overcharges was provided. C stated this hadn't taking onto consideration the problem of the heaters being on 24 hours a day due to the problem. C stated the previous cheque had been returned in dispute and requested a further refund, and some form of compensation for the problems experienced.

It was concluded that the supplier should fully investigate C's claims about the night storage heaters, and if this showed additional charges had been incurred as a result, then a further refund should be made. It was also concluded that there had been

avoidable delays with the supplier's actions and that C had also received some poor customer service. In resolution the supplier was required to send a letter of apology and further investigate C's overcharging claims. The supplier was then required to provide written confirmation of these findings and make a full refund of any overcharges, as well as ensuring the previous cheque was replaced. The supplier was then required to make a further payment as a gesture of goodwill.

#### **5.4**

C has been incorrectly billed for five years and would like the outstanding balance owed to be back billed to two years instead. The supplier advised that it offered to reduce the outstanding amount and offered a payment plan. The supplier advised it was not in breach of the two year back billing code of practice.

The Ombudsman accepted that the supplier was not in breach of any code of practice; however there had been a shortfall of service and in the spirit of the code required the supplier to back date the bills for two years only. The supplier was also required to retain its offer of a payment plan to pay the remainder off and award a goodwill gesture in recognition of shortfalls in customer service. The supplier was also required to apologise to C for these shortfalls.

#### **5.5**

C notified the Supplier of a move to a new property. The Supplier issued a final bill in error to C, for charges C did not owe. C contacted the Supplier, but it failed to correct the erroneous billing and continued to pursue C for payment. C contacted the Supplier many times, but it did not correct its records and implemented its debt collection procedure.

The Supplier's failure to withdraw the incorrect charges, investigate C's complaint or take any action to resolve the matter was considered to be reflective of a shortfall in customer service. The Supplier was required to send a letter of apology, confirm in writing that C's credit rating had not been affected and that the bill had been cancelled. It was also required to make a small payment as a gesture of goodwill.

#### **5.6**

C complained to the supplier after receiving a gas bill relating to a previous joint account. The supplier advised that the outstanding balance was correct based on the usage at this time, and the payments received through a debt collection agent. C disputed this point and contacted Energywatch and the Energy Supply Ombudsman.

It was concluded that the balance may be correct, although there was some doubts about the amounts owed. However, as no bill had been received for some time prior to the recently disputed ones, it was concluded this should be cancelled in line with ERA's Code of Practice. This also appeared appropriate due to the inconsistencies with the payments and the poor customer service received.

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

### **6.1**

C called the Supplier on numerous occasions to request an account refund. C received no refund. C sent letters to the Supplier but received no response or refund. C then transferred service to another provider but disputed the final bill with the Supplier. The Supplier confirmed that it had not sent C the requested refund. The Supplier said it had now amended the final bill.

The Ombudsman said after review of the evidence provided that it was clear C had received poor customer service from the Supplier. The Supplier was required to ensure that C is sent the amended final bill and also sent a refund cheque for the account credit. The Ombudsman also required the Supplier to award a nominal goodwill payment and send a letter of apology.

### **6.2**

C moved into a new property and found that the meter was not working thus it was not recording the energy used. Numerous appointments were made to change the faulty meter but only one missed appointment was marked with the standard payment required in such circumstances. the supplier accepted that appointments had been missed and explained that it had an incorrect address recoded for C. It was found that C had experienced poor customer service in these respects and in that the supplier had failed to respond or react to numerous contacts made by C. the supplier had passed the account into a debt collection process and this was considered inappropriate given the history of the account. It was found that the supplier should confirm whether or not any adverse credit history had been recorded on credit reference files held in relation to C and that if it had recorded any adverse entries the situation should be recorded. In addition, the supplier was to offer a payment plan that was realistic as it was through the supplier's fault that a large bill had built up.

the supplier was required to provide a letter of apology in respect of the poor customer service experienced in this case and to provide credits in respect of missed appointments. It was also required to provide a further goodwill gesture credit in respect of the poor customer service experienced and to provide a revised account showing the credits as required by this remedy;

the supplier was also required to confirm the current position in relation to C's credit history and to correct any adverse entries that British Gas might have recorded since C moved into the property with the faulty meter and to discuss any payment plan that might be required and make reasonable arrangements to assist with the repayment of this account.

### **6.3**

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 they had an imperial meter when in 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.

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

### **7.1**

C complained that the Supplier constantly sent bills and letters to the incorrect address. When C finally received the final electricity bill C disputed this but received no response or resolution from the Supplier. The Supplier said that it had now sent C final bills and the account credit.

The Ombudsman was concerned that the Supplier failed to send C final bills for such a lengthy period of time and was also concerned that the Supplier failed to investigate the disputed final bill or respond to C's letter of complaint. The Ombudsman's required the Supplier to amend the final bill using the final meter reading provided by C. The Ombudsman also required the Supplier to award a nominal goodwill payment and send C a letter of apology.

### **7.2**

C complained to the supplier about its failure to provide an electricity bill or refund following a meter exchange. The supplier admitted these points, advising that the confusion had resulted from incorrect address details being recorded on the meter point administration database. It was explained to C that the information would have been recorded prior to the transfer meaning the supplier was not responsible for any incorrect information being held. However, it was concluded this should have been corrected by the supplier much sooner, and that they had received a poor level of customer service. The supplier advised that the refund from the previous meter had recently been refunded, and that the account details had been corrected.

In resolution of this matter the supplier was required to send a letter of apology, and make a goodwill credit to the account in respect of the poor customer service, avoidable delays and any costs. The supplier was also required to produce an accurate account

statement showing the electricity used to date, as well as the tariffs/discounts/credits applied, in addition to agreeing a payment plan taking into account C's ability to pay and ensuring the relevant monthly Direct Debit was set up.

### **7.3**

C received a large bill from the Supplier and disputed this. The balance was reduced but C remained unhappy. The Supplier confirmed that in error C had not been billed for energy consumption since 2003. The Supplier also confirmed that no payments had been received. The Supplier said it had applied the billing code of practice to reduce the balance and also awarded a 10% reduction of the outstanding balance as goodwill.

The Ombudsman said it was a concern that the Supplier failed to bill C for such a lengthy period of time and this was viewed as poor customer service. However, the Supplier had followed the billing code of practice and only charged C for two years worth of energy and also provided a reasonable goodwill payment. The Ombudsman viewed this as a reasonable response and could find no reason why the bill should be reduced any further. The Ombudsman required the Supplier to contact C to arrange a suitable payment plan.

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

### **11.1**

C complained that C received a large bill from the Supplier. C also complained that C received bills for differing amounts and threatening letters. C contacted the Supplier but remained dissatisfied with the offer to reduce the bills. C requested that the outstanding balance be removed. The Supplier said that there was a delay in setting up C's accounts and this was the reason for the large outstanding balance. The Supplier said it had offered to reduce the outstanding balance and set up a 24 month payment plan but this was declined by C.

The Ombudsman said it was clear that C had received poor customer service from the Supplier as it failed to set up the accounts for approximately ten months. However, the Ombudsman could find no justified reason why C should not be liable to pay for energy used and could find no reason why the outstanding balance should be removed. The Ombudsman required the Supplier to honour its offer of a 15% reduction of the outstanding balance. The Ombudsman also required the Supplier to provide C with a letter of apology and a breakdown of all bills and payments.

### **11.2**

C notified the Supplier of a house move, but there was a delay in setting up the account at the new address. The Supplier also failed to apply the correct tariff to the account and

delayed issuing a refund of the credit balance on the closed account at C's previous address.

The delays C had experienced were considered to be reflective of a shortfall in customer service. However, it was noted the Supplier had now issued the necessary refund, set up C's account and reduced C's bill as a gesture of goodwill. It had also provided an additional credit as a goodwill gesture. The credits and reductions already applied to C's account were considered to be generous. However, the Supplier was required to issue an accurate bill and provide C with the opportunity to arrange a payment plan.

### **13.0 Billing - Payment Method**

#### **13.1**

C transferred to the Supplier for dual fuel. There was a delay in the Supplier activating the Direct Debit on the account. In addition, the Supplier sent a letter to C confirming that the Direct Debit was to be increased due to price increases and an increasing outstanding balance on the account. C complained and considered the Supplier had not taken reasonable care to prevent the balance from increasing. The Supplier adjusted C's Direct Debit payments correctly, but due to a calculation error by the Supplier, the balance increased further. C complained again and the Supplier credited the account in acknowledgement of the calculation error and offered C a payment plan. It also applied an additional credit as a goodwill gesture, but C remained unhappy with the resolution.

The delay in activation the Direct Debit on the account was considered to be reflective of a shortfall in customer service. However, it was noted that the Supplier had met its obligation to reassess C's Direct Debit payments and that C was responsible for payment of the fuel used. The Supplier's offer of an extended payment plan was also considered reasonable. The Supplier was required to send a letter of apology, apply a small additional credit as a gesture of goodwill and confirm the terms of the payment plan in writing.

#### **13.2**

C added credit to a faulty payment card. C contacted the Supplier to ask for a refund but they did not receive a response. C experienced a poor level of customer service. The Supplier refunded the payment C had made.

Although the Ombudsman noted the Supplier had provided C with a refund, it was considered that a clear shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

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

### **14.1**

C complained that the supplier maintained billing when C was a customer with another supplier. C complained to the supplier and stated they had never been a customer. The supplier failed to address C's complaint and maintained its billing. C complained again and the supplier assured C that the billing would stop, but it later sent a letter that informed C incorrectly that it had been C's supplier from a date before C's house was built. Following a complaint to the Ombudsman the supplier rectified C's complaint and reimbursed their costs.

The Ombudsman considered there had been on-going poor customer service for C and required an apology and an additional goodwill payment. The supplier was also required to ensure no adverse credit information has been passed to any Credit Reference agencies that would adversely affect C.

### **14.2**

C complained that the Supplier had billed C fraudulently as gas supply was with another provider. C said had called the Supplier and sent a letter but C received no response except letters of a threatening nature. The Supplier failed to provide a case file and so its views were not taken into account.

The Ombudsman said it was evident that C had received poor customer service from the Supplier. The Ombudsman required the Supplier to remove the outstanding balance and to send C a letter of apology. The Supplier was also required to ensure that C's credit file was not affected.

### **14.3**

C complained that the supplier failed to close an account when C moved address. The supplier investigated and stated a final bill was produced, but it was not paid. C stated no bill was sent, but other correspondence was sent to the old address. The supplier could neither refute nor support this complaint. C made a card payment, but the supplier stated it was not received. C was reluctant to provide the supplier with proof.

The Ombudsman decided C should prove payment had been made. The supplier was required to make an apology and a goodwill payment in recognition for the shortfall in customer service.

## **21.0 Transfer**

### **21.1**

Supplier offered C an incentive to stay as a customer. C agreed to stay with Supplier. However, C later discovered that Supplier had allowed C's transfer to complete to

another supplier, despite C agreeing to stay. C claimed expenses, incentive and compensation from Supplier. Supplier apologised and offered to honour the incentive and pay for C's telephone calls.

The Ombudsman was of the opinion that C had received a shortfall in service levels due to the matter not being dealt within an appropriate manner and timescale. British Gas was required to provide C with an apology for poor service and in recognition provide a goodwill gesture. Supplier was also required to honour the incentive that supplier was offered to stay as a customer. On the whole, the Ombudsman considered both amounts were adequate recompense for C.

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

#### **33.1**

C transferred to the Supplier as a dual fuel customer. The Supplier failed to set up a gas account. C complained many times, but no action was taken and C remained without an account or bills even though the previous Supplier confirmed the gas supply had transferred.

The Supplier did not explain the reasons for the delay in setting up the gas account. The delay C had experienced was considered to be indicative of poor customer care. The Supplier was required to send a letter of apology, confirm the account was now set up and to issue a bill. It was also required to apply a credit as a gesture of goodwill, allow C to arrange a payment plan and set up a DD on the account.