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## **1.0 Billing**

### **1.1**

C complained that the meter reading the supplier used was incorrect. Despite numerous contacts with the supplier C did not receive the correct amended bill. The supplier advised that the amended bill had now been issued.

The Ombudsman found instances of poor service since it was evident the supplier did not take ownership of certain cases. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment credit; to provide an amended bill relating to the actual opening meter and the last meter reading; to provide an explanation of whether the a particular bill was incorrect. If not then the supplier was required to explain how this amount had been calculated. Furthermore, the supplier was required to provide assurance that no adverse information has 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.

### **1.2**

C complained to the supplier about a meter and billing mix up. The supplier admitted the error and ensured this was corrected. However, the necessary remedial action was completed with avoidable delays and poor customer service. The supplier then offered C a payment and made a goodwill credit to the account. C complained that the payment plan was not separate to their normal billing and did not take into consideration their ability to pay. The supplier then offered to allow C to transfer to another supplier if they wanted.

It was concluded that the supplier had made reasonable attempts to resolve this matter, and that it offers should be maintained. However, in full consideration of the problems experienced, the supplier was required to send a letter of apology and make an increased goodwill credit to the account, as well as providing written confirmation of the payments C would be required to make.

### **1.3**

C received a large bill from the Supplier after several years of estimated bills. C complained to the Supplier which then offered to reduce the bills due to the length of time that they had been estimated. C rejected the final offer and the Supplier explained that the balance would remain valid. The Supplier did offer to provide a payment plan to help C clear the balance.

The Ombudsman noted that the Supplier had failed to update the account after a meter change. This had resulted in the estimated bills being produced when the readings were not applied correctly to the account. However, the resolution proposed by the Supplier

was fair and the Ombudsman could see no reason to require the Supplier to clear valid charges. Further action of the Supplier was not required.

#### **1.4**

C complained to the supplier about a number of incorrect bills being received. The supplier promised this would be rectified, while it was evident that the problem was due to an incorrect meter number being held, in addition to inaccurate readings. Despite these assurances the necessary correction failed to be made, leading to a long running dispute. On review the supplier advised that this issue had been recently resolved, with a new bill sent out, including a goodwill payment in respect of C's telephone costs.

It was concluded that these actions had resolved C's complaint about the billing of the account and the costs incurred. However, the supplier was required to send a letter of apology, ensure an up to date reading was taken, and make a further goodwill credit to the account in consideration of the poor customer service received. The supplier would then ensure a new correct bill was sent, as well as a refund of any credit balance showing.

#### **1.5**

C moved into property and provided supplier with a meter reading. When C received a bill a few months later the bill appeared to be high. Despite contacts with supplier the matter was not resolved. Supplier eventually responded to C and advised that the bill related to a neighbours property. C received various payment demands and Disconnection Notices from supplier during the dispute. Supplier apologised for the poor service and provided assurance that the billing had now been corrected.

The Ombudsman notes that C had provided a comprehensive account of dealings with supplier in the form of supporting evidence. It was evident from this that C had contacted supplier on a number of occasions about the complaint and asked it on numerous occasions to resolve the billing issues. C provided copies evidence of expenses occurred. On the balance of evidence the Ombudsman accepted C had incurred unnecessary expenses. The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment. This also covers the expenses C incurred during the dispute with supplier.

#### **1.6**

C complained about a large bill and it was found the supplier had made a billing error. It was established that the meter was being billed as 5 dial meter instead of a 4 dial one. The supplier sent further bills that showed credit balances however they too were found to be inaccurate. C sent several letters requesting a refund and confirmation the matter had been resolved. The supplier failed to act on C's request. The supplier failed to provide an adequate level of customer service in its handling of this case. In summary the Ombudsman requires the supplier to make a goodwill gesture by cheque and issue a

formal letter of apology acknowledging the customer service issues raised. The Ombudsman also required the supplier to place a hold on any recovery action whilst the account was checked using accurate readings and to issue a full statement showing all credit payments.

### **1.7**

C moved into a rental property with a pre-payment meter, but delayed telling the Supplier. C considered the gas consumption to be high, so contacted the Supplier. It incorrectly told C there was a large credit balance on the account and that a refund would be issued. C did not receive the refund, so contacted the Supplier again and was told there was a hold on the account. C contacted the Supplier several more times, but did not receive a refund.

The Supplier confirmed it had incorrectly advised C that there was a credit balance on the account. It considered C's meter was set at the correct rate and that no refund was due. It confirmed C's account had been billed up to date using information provided by C.

The Supplier's failure to investigate C's complaint, and the misinformation it had provided were considered to be reflective of a shortfall in customer care. The Ombudsman was satisfied the Supplier had provided sufficient evidence to demonstrate C's meter was set at the correct rate. It was required to send a letter of apology, send a payment as a gesture of goodwill, provide C with energy saving advice and confirm its current price rates.

### **1.8**

C's relative moved into a care home. C as the Power of Attorney disputed the high bill. Despite numerous contacts with the supplier no action was taken as supplier claimed no evidence of the Power of Attorney had been provided. Supplier agreed to waive the outstanding balance on the account due to the matter taking a long time to resolve.

The Ombudsman required supplier to provide an apology for poor customer service levels and in recognition waive the outstanding balance on the account as proposed by the supplier; to provide assurance that the account had now been fully closed displaying nil balance; and to provide 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.

### **1.9**

C advises that they are being billed incorrectly and would like a correct bill. In addition they complain of poor customer service.

The supplier advises the billing issues have been rectified but acknowledges it has taken time to resolve.

The Ombudsman required supplier to confirm with C that billing issues were resolved and to apologise for shortfalls in customer service. A goodwill gesture was awarded in recognition of this

### **1.10**

C was being undercharged for service by Supplier as Supplier was using estimated meter readings. C's Direct Debit kept on reducing due to low estimated readings. C asked Supplier to take reading, which it did but did not update the account with the details.

Eventually Supplier charged C with a large bill once account was updated with correct reading.

The Ombudsman was satisfied that the Supplier had followed the Industry Code of practice for Accurate Billing. The Ombudsman required that the Supplier make a payment plan for C to pay off the balance. The Ombudsman required that Supplier apologise to C and make a goodwill payment for failing to update account with correct meter readings earlier.

### **1.11**

C provided the Supplier with accurate meter readings but they continued to be chased for the estimated outstanding balance. The Supplier explained that there had been a delay in producing a revised bill and the estimated balance had not been cleared from the account. C experienced a poor level of customer service. The Supplier made a goodwill payment.

The Ombudsman was concerned with the delays that had occurred on C's account. The Ombudsman noted the Supplier's goodwill payment but considered the shortfall in customer service warranted a higher payment. The Supplier was required to make an additional goodwill payment and write a letter of apology.

### **1.12**

C disputed a large bill they received from the Supplier. The Supplier stated that it had undercharged C as their day and night rates had been mixed up. C experienced a poor level of customer service. The Supplier offered a goodwill payment, which C declined.

The Ombudsman considered that a clear shortfall in customer service had occurred, especially as the billing error was the Supplier's error. The Ombudsman required the Supplier to increase its goodwill payment and write a letter of apology. The Supplier was also required to make a payment arrangement with C.

### **1.13**

The Supplier delayed in closing the gas account and issuing a final statement of account. C complained the company continued to take payments by Direct Debit after the account had transferred to another supplier. The Supplier eventually agreed a final reading with the new supplier and the accounts were finalised. Despite the additional payments C's account showed a debit balance that the Supplier withdrew in goodwill.

The Ombudsman acknowledges that there was an unacceptable delay in the processing of the closure of the account however welcomes the Supplier's apology and goodwill gesture as a reasonable settlement to this complaint. No further action was required.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C did not receive a bill from the Supplier for seven months after the meter was exchanged. C complained to the Supplier and then received a high bill. C disputed this bill with the Supplier and requested a full breakdown of the account, including meter readings and payments. C remained dissatisfied with the Supplier's response maintaining the bill as correct.

The Ombudsman said that the delay in billing C was viewed as a shortfall in customer service. The Ombudsman examined the disputed bill and noted that the Supplier had billed C from an incorrect start meter reading. The Ombudsman required the Supplier to amend the bill and to refund C with any account credit. The Ombudsman also required the Supplier to award a nominal goodwill payment, provide a full breakdown of the account and send a letter of apology.

### **5.2**

C complained to the supplier that its failure to read the meter led to inaccurate bills being produced. Additional issues, including an incorrect opening reading and the Supplier ignoring C's readings were also raised. This led to C's account being estimated over a lengthy period.

It was concluded that the supplier provided a poor level of customer service. 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 a telephone bill to clarify call 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.

### **5.3**

C complained that the supplier had billed them for many years on the wrong tariff. C complained but the supplier refused to change the retrospective charges. It did agree to change C's meter and changed the tariff from the date of the complaint.

The Ombudsman considered the supplier would have had no reason to consider the tariff for C was inappropriate and found C to be liable as C had not raised the issue before a fault with the meter was investigated. The supplier was required to make an apology for a perceived shortfall in customer service and to make a small goodwill payment.

### **5.4**

C received a statement which showed a large credit balance on the account. C requested a refund. The Supplier reviewed the account and found C had been charged incorrectly. It issued an amended statement which showed a large debit balance. C contacted the Supplier to query the bill. The Supplier checked the account and sent out a further statement, which took account of a meter reading provided by C. The updated bill still showed a large debit balance which C continued to dispute. The Supplier maintained the charges.

The Supplier confirmed that it had underestimated C's usage. On receipt of an accurate reading, the account was updated. However, the statement issued did not take account of the fact C's meter had rolled over. Therefore, an incorrect credit balance was shown. The Ombudsman considered the Supplier's failure to check the account before sending a credit statement to C to be reflective of a shortfall in customer service. However, it was noted the Supplier had met its obligation to read C's meter and that C had not provided a reading during the period bills were estimated. Therefore, the Ombudsman accepted C was responsible for payment of the backdated charges. The Supplier was required to apply a credit as a gesture of goodwill in consideration of the customer service issues identified and provide C with the opportunity to arrange a payment plan.

### **5.5**

C received a bill that was higher than usual and noted that the supplier had used an estimated reading. C provided the supplier with an accurate reading and it issued an amended bill which included backdated charges, as it had established that C's usage had been estimated since C's supply had transferred to it. The supplier confirmed that although accurate readings had been obtained, it had ignored them as they seemed too high. C disputed the backdated bill and the supplier agreed to reduce the balance and provide a payment plan. C was unhappy with the offer.

The supplier's failure to use the meter readings it had obtained, or investigate the queries it had about the readings was considered to be reflective of a shortfall in customer service. Its offer to reduce the balance as a gesture of goodwill and provide a payment plan was acknowledged. However, it was considered that the reduction should be increased. The supplier was required to apply a further reduction, and issue an amended bill that demonstrated C's usage had been charged at rates applicable for the backdated period. It was also required to provide a payment plan and arrange for someone to read C's meter.

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

### **6.1**

C complained that the supplier charged them incorrectly and failed to respond to their complaint. The supplier investigated this and found the tariff for C had been set incorrectly, but after an engineer's visit it was corrected. The supplier offered a goodwill payment. C complained that the complaint was closed too soon and that C had not accepted the goodwill payment, as was recorded.

The Ombudsman considered there had been some confusion over the goodwill gesture, but that it was appropriate. The supplier was required to make an apology for the shortfall in customer service and ensure the tariffs, rate of collection and fixed charge were set correctly from the date C opened the account.

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

### **8.1**

C complained about a large bill from the Supplier that was sent without explanation. C contacted the Supplier and sent several letters but received no response or explanation.

As the Supplier did not provide a case file, the Ombudsman considered the large bill could not be explained. The Ombudsman required the Supplier to provide C with a written explanation of the debt, award a goodwill payment, arrange a suitable payment plan and send a letter of apology for the failure to respond to C's complaint.

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

### **11.1**

C complained that the supplier failed to provide a bill for many months. C complained several times, but the incorrect address details were never amended until after C had complained to the Ombudsman. The supplier offered to cancel the late payment charges and make an apology.

The Ombudsman considered C had experienced poor customer service over a long period that could have been avoided. The supplier was required to complete an apology, cancel the late payment charges and make a goodwill payment.

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

### **14.1**

C complained that their supplier had provided a poor service and had made repeated requests for the same information from C. C complained that when they called the supplier the advisors were surprised about C having problems, but did nothing to rectify the situation. The supplier reviewed C's account and concluded charges were correct and offered to cancel the first few months. It also offered a goodwill payment.

The Ombudsman considered there had been a shortfall in customer service, as the supplier had caused unnecessary delays before responding to C, but the goodwill payment and cancellation from C's bill was considered appropriate.

### **14.2**

C complained that the Supplier sent letters chasing for payment but delayed providing final bills. C sent numerous letters to the Supplier and eventually received a response advising that the account credit would be refunded to C. C however received no such refund. The Supplier apologised that there was a delay in finalising the accounts. It confirmed that a block on the account prevented the cheque refund from being issued. This however had been rectified and the cheque sent to C.

The Ombudsman said that the delay in billing C correctly and the delay in providing the refund cheque were viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to award a nominal goodwill payment and send C a letter of apology.

## **22.0 Transfer - Contract Cancellation**

### **22.1**

C complained that the supplier failed to handle their account appropriately when there was an erroneous transfer. C also complained that their Direct Debit payments were

stopped. The supplier stated that it was responsible for the transfer but had done all it could to complete the transfer of C's account back to their original supplier. It offered to make a goodwill payment when the erroneous transfer was being completed.

The Ombudsman considered there had been a human error which resulted in the unwanted transfer, but no significant shortfall in customer service in the way it was handled after it was reported. The contribution of a goodwill payment was considered appropriate: no further action was required.

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

#### **33.1**

The supplier failed to transfer C's property to a domestic account and then took collection action on an incorrect bill. The supplier failed to resolve the complaint in a timely manner and C experienced a shortfall in customer service.

The Ombudsman required the supplier to contact C for up to date meter readings so it could send an accurate statement for the period concerned and to consider a reduction against the account in consideration of the time taken to resolve the enquiry; ensure the recalculation was completed for the entire account using the readings originally provided by C, based on the economy7 tariff (that included lower rates at night); provide a goodwill gesture in recognition of the customer service issues raised and the costs incurred when seeking resolution to the complaints and to issue a formal letter of apology including an assurance C's credit history had not been adversely affected.

### **48.0 Sales - Mis-selling**

#### **48.1**

C was visited by a sales agent and agreed to transfer to the Supplier. C did not receive written confirmation of the agreed tariff. C received a bill and disputed the charges. There was a delay in the Supplier applying the correct price plan to the account. However, C considered the rates on the correct tariff were not in line with those quoted at the point of sale. The Supplier applied a credit as a goodwill gesture and agreed to release C from the contract without penalty. It also offered to apply a further credit as a gesture of goodwill. C refused the offer and insisted the Supplier charge at the quoted rates. The Supplier told C it could not do this.

Complaints about mis-selling are currently outside the Ombudsman's Terms of Reference, so this aspect of C's complaint could not be investigated. The Supplier's delay in applying the correct tariff to the account was considered to be reflective of a shortfall in customer service. However, its offer of resolution was considered to be reasonable. The supplier was required to apply a credit as a gesture of goodwill, provide

C with the opportunity to arrange a payment plan, and re-present its offer to allow C to be released from the contract without penalty.