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1.0 Billing

1.1

C received a high bill from supplier. Despite providing readings to supplier C received further incorrect bills. The supplier later discovered that the previous supplier had provided it an estimated reading that had been used as an initial reading. The supplier apologised, corrected the reading and proposed to apply a reduction and offered C a payment plan.

The Ombudsman was of the opinion that supplier had not taken effective ownership of C's complaint. The Ombudsman required supplier to apply the correct readings, allow C to pay via a payment plan and apply a reduction as a goodwill gesture in recognition of the poor service.

1.2

On the transfer away from its provision, the Supplier failed to close the account and issue a final bill in a timely manner. It continued to collect payments by Direct Debit for a service it was no longer supplying. The Supplier failed to take the appropriate action to correct its accounts and the complaint became protracted. The Ombudsman concluded C experienced a shortfall in customer service and the Supplier failed to demonstrate an acceptable level of administration of the account.

In summary the Ombudsman required the Supplier to make a goodwill gesture in recognition of the customer service issues raised, inconvenience and costs C incurred when seeking resolution to the complaint; maintain the outstanding balance on the account but offer C a payment plan and to issue a formal letter of apology.

1.3

C disputed bills with the Supplier and also disputed debt collection letters. C sent letters to the Supplier but remained dissatisfied with the response. The Supplier said that C had been billed correctly but because of non-payment C was sent letters chasing payment.

The Ombudsman said that after review of the information provided there was no error with the bills and C had been billed correctly. The Ombudsman could find no evidence of poor customer service but required the Supplier to credit a nominal goodwill payment for postal costs and contact C to arrange a suitable payment plan.

1.4

C's gas account was billed for a neighbour's gas use. This resulted in C receiving a high bill, payment for which was claimed from C's bank account. An indemnity claim was made by C and the payment was reclaimed but C's Direct Debit was then cancelled. This led to a quarterly billing arrangement which was wanted by C. The Supplier accepted the error, apologised and provided a small goodwill gesture in the form of a credit to the account. Whilst it was noted that the Supplier had taken steps to resolve matters it had failed to keep C informed. This was considered poor customer service.

The Supplier was required to provide a letter of apology, contact C to arrange whether C would prefer to provide an up to date meter reading or to have the meter read and to act upon this choice;

Arrange a new monthly Direct Debit and provide a further goodwill gesture to reflect the poor customer service experience and to help cover the extra expense that C was unnecessarily put to.

1.5

C has supply of Gas with Supplier. The C was sent a statement to advise that C's prepayment meter was in credit. C called the Supplier and was promised a refund but, despite several phone calls and letters from C, this has not been provided.

The Ombudsman required that the Supplier refund C for the balance as previously agreed and also required the Supplier to make a goodwill payment and written apology to C for not responding to C's letters.

1.6

C complained that the supplier had charged them incorrectly for several months. C stated the supplier had not accounted for the meter change which recorded in metric units; the old meter had been imperial. The supplier investigated, but not before C was sent conflicting bills and promised a large refund. This was found later to have been inaccurate.

The Ombudsman decided C had experienced poor customer service in the supplier not recording the meter exchange correctly in the first place and for the delay in resolving the matter for C. The previous goodwill payments were considered appropriate, but a written apology was also required.

1.7

C had credit on a prepayment card but it stopped working. Supplier advised C to get a new card and advised it would transfer the credit. Supplier was unable to transfer the credit. C added credit to a prepayment and also bought a further prepayment card. At the request of C supplier changed C's meter to a credit meter. C's prepayments cards contained credit at the time of the meter change and C wanted that back. C also wanted compensation for the inconvenience, costs, time taken and worry caused.

In its case file, supplier offered to send a cheque for the credit plus an additional amount by way of apology. The ombudsman saw this as a fair resolution.

1.8

C opted for a fix and fall tariff, but supplier failed to correct the billing system until after first quarterly bill produced. The supplier gave C refunds, based on incorrect estimated bills that showed a debit balance that was almost the same as the refund for electricity and a refund nine times the credit balance showing on the gas. Supplier then produced four bills in which there were errors and showed that C had a massive debit balance as a result of corrected meter readings and the large refund.

The Ombudsman found that supplier had failed in its duty in managing the Direct Debit plan and that there had been a shortfall in the levels of customer service offered. Ombudsman rejected C's claim for debits to be set aside and awarded goodwill payment in recognition of these shortfalls.

1.9

The Supplier provided a refund on the gas and electricity accounts before the final bills has been calculated. The electricity bill was credited but unfortunately the company collected payment for the incorrect balance by direct debit. The company issued a letter of apology, provided the refund and made a goodwill gesture in acknowledgement of this element of complaint.

The company provided a refund on the gas account then issued a final bill that C does not consider is valid. The Ombudsman considers the outstanding balance is for gas consumed and should be maintained and accepted that there has been a shortfall in customer service demonstrated on this case however this was recognised in the goodwill gesture applied to the account.

The Ombudsman required no further action.

1.10

C asked for a Direct Debit amount to be reduced in light of the credit balance on the account. The Supplier refused. C then asked for a refund of the credit balance but the Supplier again refused. C cancelled the Direct Debit method of payment but then the Supplier chased payment of the account. C asked for a correct bill to enable a correct payment but found the standard of customer service to be poor. C said that the Supplier failed to respond promptly if at all to contact.

The Supplier acknowledged the shortfall in customer service and also explained the method of calculating the Direct Debit payments. The Ombudsman was of the opinion that the Supplier had addressed the shortfall in service in its decision to apply credits to the account and to issue a written apology. However, the Ombudsman considered the Supplier's explanation of the payment schedule to be reasonable. Despite this the credit applied by the Supplier was not considered to be sufficient to address all issues raised. An additional goodwill credit was required, along with a written explanation of the charges and confirmation that C's credit file was not affected by this matter.

1.11

C says they have received large bills that do not correspond with their usage. C also complains of poor customer service. The supplier advises C has not been incorrectly billed and proposes a payment plan for C.

The Ombudsman found insufficient checks had been carried out. It was required the supplier carry out further checks to check the accuracy of the bill and apologise for shortfalls in customer service. An award was made in recognition of these shortfalls.

1.12

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.

1.13

C asked the Supplier to take over the electricity supply. C asked for a particular tariff for use with storage heaters. However, C complained that the Supplier failed to apply the tariff to the account. The Supplier agreed to re-bill the account but failed to re-bill from the start of the supply. C made repeated requests by phone and in writing but the Supplier was unable to access billing information from the start of the supply. C withheld payment of the disputed amount and switched to another supplier.

The Ombudsman noted that the Supplier's system did not keep records of the earlier charges and therefore it could not re-bill correctly. However, using bills provided by C a manual calculation should have been possible. The Ombudsman required the Supplier to recalculate bills from the start of the supply using the correct tariff, to apply a credit as a gesture of goodwill, to provide written confirmation of the final balance, including an apology for the shortfall in customer service.

1.14

C contacted the Supplier on a number of occasions about incorrect billing. The Supplier later discovered it due to a faulty meter, but the exchange was not carried out despite numerous calls and letters from C. The Supplier apologised for poor service and offered to provide an apology and meter exchange.

The Ombudsman required the Supplier to provide an apology for poor customer service levels and in recognition a goodwill payment; to explain why the Supplier took the action to block the account; to rebook a meter exchange and ensure that the exchange took place. Full details were to be confirmed to C. After obtaining the readings, the Supplier was required to issue the correct bill to C and to offer a detailed breakdown explanation of how the Supplier calculated and arrived at the new amount.

1.15

C provided the Supplier with meter readings for usage and meter readings were taken by the Supplier. However, C was billed for about three years based on estimated usage. C complained when a high bill was received. The Supplier maintained the charges and apologised for not using the meter readings.

The Ombudsman was of the opinion that the Supplier should have exercised caution and verified with C if it was unsure about any of the meter readings. It was considered that the Supplier had a duty of care to ensure it billed C correctly especially when it had obtained actual usage readings from C. The Ombudsman required the Supplier to provide an apology for the shortfall in service levels and inconvenience caused; to re-provide C the meter readings from to date and show how it calculated the outstanding balance; to apportion the charges so that they reflected the prices previously used in years; to reduce the outstanding balance for the disputed period to half as a goodwill gesture due to the shortfall in service levels; and offer C a payment plan, taking into account C's ability to pay, so that the outstanding balance on the gas account could be paid off.

1.16

The Supplier failed to read C's gas meter from over three years and issued an unexpectedly large final bill. In view of the fact that the gas meter had not been read the Supplier was in breach of the Code of Practice for Accurate Bills, it therefore followed a policy of not charging for any outstanding debt that relates to energy consumed more than two years ago. The Supplier made substantial reductions to the account and the Ombudsman does not consider further credit is warranted. The Supplier offered a payment plan over a three year term and the Ombudsman considers this offer should be maintained.

1.17

The Supplier failed to issue a final statement for the electricity account in a timely manner. C actively sought the refund and incurred costs when seeking resolution to the complaint. The Ombudsman considers the Supplier failed to provide a satisfactory level of customer service on this account and will recommend British Gas reviews its process to avoid such delays occurring again. The Ombudsman will also require the Supplier to make a goodwill gesture in light of the customer service issues raised and the costs incurred and to issue a formal letter of apology.

1.18

C contacted Supplier on numerous occasions for the credit balances on both gas and electricity accounts to be refunded. However, supplier did not action the request. Supplier did not provide a case-file.

The Ombudsman said that it was disappointing to learn that the supplier had failed to provide the Ombudsman's Office a copy of case-file details relating to C's account, despite numerous requests being made. Without the case-file it was considered that it may be difficult to fully determine the level of customer service delivered to C. However, C's complaint was considered taking into account the supporting evidence C had provided to support the complaint. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide a statement of account from the earliest date possible to date; to refund any amount as appropriate in the form of a cheque; and to make arrangements for the meter to be re-set if necessary.

6.0 Billing - Inaccurate Meter Reading

6.1

C complained to the supplier about an incorrect gas meter reading being taken, and its advisors suggested reduction of their payments. There was evidence to confirm if a reading error had occurred, while it was concluded that the reduced payment advice was provided in good faith due to the credit balance showing at that time. The supplier advised that a goodwill credit had already been applied, and as there was no evidence of this causing financial hardship for C, no further award was proposed.

In resolution the supplier was required to send a letter of apology, review C's consumption and confirm in writing the level of payment required to keep the account in credit.

6.2

C disputed payment increases from the Supplier. C believed that meter was faulty. C complained to the Supplier and the meter was tested but no fault was found. C remained unhappy with this response. The Supplier said that no fault was found with the meter. C's payments had been increased because C's previous payments did not cover the usage used. This then left a debit balance on the account.

The Ombudsman said that after review of the information provided there was no evidence to suggest that the meter was recording usage incorrectly. The Ombudsman said that C remained liable to pay the Supplier and noted that a payment plan had already been set up. The Ombudsman required the Supplier to award a nominal goodwill payment for service issues encountered and to send C a letter of apology.

7.0 Billing - Incorrect Account Details

7.1

C tried to move to another supplier, but experienced problems and received poor service. Supplier apologised for the poor service and claimed the error in billing was due to an administration error.

The Ombudsman was of the opinion that the supplier delivered a shortfall in service levels and required it to provide C with an apology for poor customer service levels and in recognition provide a further goodwill payment.

10.0 Billing - Missing Payment

10.1

C paid bill at the bank. C then received letters chasing payment and it was established that the Supplier had not received the payment. C sent the Supplier a copy of the bill stamped by the bank. C received no resolution and four months later the payment was

still missing. The Supplier said that it can take time to trace a missing payment but that it would continue to do so and keep C updated.

The Ombudsman was concerned that the Supplier had failed to resolve the problem quickly and this was viewed as a shortfall in customer service. The Ombudsman required the Supplier to keep C updated on a weekly basis, award a nominal goodwill payment and to send a letter of apology.

14.0 Billing - Quality of Customer Service

14.1

C complained that the Supplier took a large payment by direct debit without notice. C sent numerous letters to the Supplier but received no response. C transferred supply to another supplier but received no final bill. C did however receive letters chasing for payment. The Supplier provided a response which did not explain why C's direct debit payments had changed.

The Ombudsman said that based on the information provided C had received poor customer service from the Supplier. The Ombudsman required the Supplier to award a nominal goodwill payment, provide C with a copy of the final bill, ensure that C's credit file was not affected and send a letter of apology.

14.2

C moved into a property and provided an opening meter reading to the Supplier. C also requested that a payment arrangement be set up. The Supplier queried the reading, and arranged for an engineer to visit the property. C's reading was confirmed as correct. However, the Supplier failed to set up the account correctly and C was unable to make payments for the fuel used. The account was eventually opened but C was unhappy about the balance because of the delay in setting up the regular payment arrangement. The Supplier applied credits to the account, but C remained dissatisfied.

The Ombudsman considered the Supplier's failure to amend the opening meter reading and open the account in a timely manner to be reflective of poor customer service. However, the credits the Supplier had applied to the account were considered to be reasonable. It was noted that the Supplier had now set up a payment plan in line with C's request, and applied a further credit to the account. Therefore, the Supplier was not required to take any further action.

14.3

C wrote to the supplier to query bills. It did not reply. C sent further letters, and withheld payment. The Supplier did not reply to the additional letter from C, but implemented its debt collection procedure. C escalated the complaint via a third party agency, and the Supplier responded. No billing errors were identified, but the Supplier applied a credit as a gesture of goodwill, in acknowledgement of the unsatisfactory customer service C had received. C sent cheque payments for the bills. The Supplier incorrectly applied both payments to the same account instead of one to each of C's fuel accounts and C continued to receive demands for payment for one of the accounts. The Supplier

apologised and the account was corrected. The Supplier added further credits to C's accounts as a goodwill gesture, but C was unhappy with the credit amount.

The Ombudsman noted the Supplier's failure to respond to C's complaint and the administrative errors it had made. However, the credits already applied to C's accounts were considered to be generous and the Supplier was not required to take any further action.

21.0 Transfer

21.1

C transferred electricity supply to The Supplier which experienced delays in obtaining the information required from the previous supplier to enable correct start readings to be taken for the property. It was accepted that the delays were unacceptable and The Supplier made a goodwill gesture offer and an extended period in which C could repay the balance. This was considered inappropriate the level of goodwill gesture was required to be increased.

The Supplier was required to provide a letter of apology for the delays experienced and poor customer service experienced, provide a goodwill gesture, in the form of a credit to the account and to allow repayment of the outstanding balance over a two year period.

21.2

C complained that the Supplier transferred gas supply without C's consent. C complained to the Supplier and the gas supply was returned to preferred provider. C then received a bill from the Supplier which C disputed. C requested that the outstanding balance be removed. The Supplier said that C's daughter, who used to work for the Supplier, completed and returned a valid contract. The Supplier offered to investigate the issue further to establish an erroneous transfer but C refused. The Supplier therefore said it held a valid contract and so was unable to transfer service back to preferred supplier or not bill C. The Supplier said it had awarded a goodwill payment to C.

The Ombudsman said that as C refused to allow the Supplier to investigate then C remained liable to pay the outstanding balance. If C had allowed the Supplier to investigate C would still have been liable to pay for gas consumption but would have been charged by previous provider. The goodwill payment was also viewed as a reasonable response for any service issues encountered. The Ombudsman required no further action from the Supplier and advised C to make payment of the outstanding balance.

45.0 Sales - Erroneous Transfer

45.1

C's supply was erroneously transferred to the Supplier. C complained that the supply was not transferred back to preferred supplier for eight months. C requested compensation and free energy. The Supplier admitted that the service had not

transferred back to the preferred supplier but advised that this delay was not purely the Supplier's fault. The Supplier confirmed that all charges had been removed from the account.

The Ombudsman was concerned that the supply did not transfer back to preferred supplier for eight months and this was viewed as poor customer service. However, the Ombudsman could find no justification for C not paying for energy used but required the Supplier to award a nominal goodwill payment.