

## **Table of Contents**

- 1.0 Billing
- 2.0 Billing - Credit Limit
- 3.0 Billing - Data Protection
- 4.0 Billing - Fraud
- 5.0 Billing - Inaccurate Invoices
- 6.0 Billing - Inaccurate Meter Reading
- 7.0 Billing - Incorrect Account Details
- 8.0 Billing - Lack of Information
- 9.0 Billing - Mis-Information
- 10.0 Billing - Missing Payment
- 11.0 Billing - No Bill Received
- 12.0 Billing - Non Requested Disconnection
- 13.0 Billing - Payment Method
- 14.0 Billing - Quality of Customer Service
  
- 21.0 Transfer
- 22.0 Transfer - Contract Cancellation
- 23.0 Transfer - Data Protection
- 24.0 Transfer - Fraud
- 25.0 Transfer - Incorrect Action Taken
- 26.0 Transfer - Incorrect Billing
- 27.0 Transfer - Installation
- 28.0 Transfer - Lack of Information
- 29.0 Transfer - Loss of Service
- 30.0 Transfer - Mis-Information
- 31.0 Transfer - Non Requested Disconnection
- 32.0 Transfer - Requested Disconnection
- 33.0 Transfer - Request not Actioned
- 34.0 Transfer - Quality of Customer Service

## 1.0 Billing

### 1.1

C says they were advised that they would be charged a tariff which after receiving their first bill it became apparent this had not happened. C also complains of poor customer service. The supplier advises C was mis sold a package and offers to put C on the package nearest to the tariffs they were quoted.

The Ombudsman required the supplier to retain its offer of putting C on the package suggested and to apologise for shortfalls in customer service. A goodwill gesture was awarded in recognition of this.

### 1.2

C received a final bill from the supplier showing a credit balance. C contacted the supplier to request that the credit was issued. The supplier agreed to send a cheque to C however C failed to receive this. C made several calls chasing the promised credit. C also wrote to the supplier but failed to receive response to his letter. The supplier advised the Ombudsman that the credit would now be issued with an additional payment for any loss of interest incurred by C.

The Ombudsman concluded that C had experienced a shortfall in customer service .The Ombudsman therefore required the supplier to ensure that the cheque plus the additional goodwill payment was issued to C and that a letter of apology was sent.

### 1.3

C moved into a property but failed to receive a gas bill until a considerable time later. As C had not yet paid anything towards the gas usage this bill was extremely high. The supplier applied the Billing Code of Practice and cleared any backdated charges over two years old and a payment plan was offered to C to repay the outstanding balance. C asked the supplier for compensation for the stress that this had caused. The supplier offered to credit C's account and this was later increased after C explained that this did not yet resolve the complaint. C was still unhappy with the amount offered.

The Ombudsman concluded that C had experienced a shortfall in customer service and required the supplier to maintain the offer of the credit and the repayment plan.

### 1.4

C moved address, but found Supplier billing the old property. Despite contacts with Supplier it withdrew two Direct Debits. The supplier apologised and provided C with compensation. C rejected the offer. The supplier later offered further compensation.

The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition provide its proposed further goodwill payment.

### 1.5

C was billed for standing charges only for over two years; she was charged for no energy consumed. Supplier noticed and sent C a catch up bill. Supplier applied an ERA adjustment to the bill and then offered to reduce the outstanding balance as a gesture of goodwill. C was unhappy with the offer and complained. Supplier issued a deadlock letter.

The Ombudsman required the Supplier to increase the goodwill gesture it had offered. She also required it to apologise and offer a payment plan which took C's ability to pay into consideration.

#### 1.6

C advised the Supplier of a change in address however it failed to close the account and issue a final bill for the electricity and gas accounts for five months. C believed the DD payments were paying for current usage however due to the poor administration on the account the payments were not been allocated to the new account. The Supplier provided a refund of the credit balance on the old accounts but sought recovery action on the new accounts.

The Ombudsman concludes that the Supplier failed to adequately manage and administer this case and C experienced inconvenience and incurred costs when seeking resolution. The Ombudsman is satisfied that the Supplier made a goodwill gesture to the account in recognition of the service issues raised.

In summary the Ombudsman requires the Supplier to contact C to set up a new DD and ensure that C's method of payment is registered on the system and stop sending bills; investigate whether all of C's DD payments were allocated to her account and that all payments are accounted for; issue a full statement of account relating to the new address; remove all administration charges on the new accounts in goodwill; recall the gas and electricity accounts from the debt recovery agency; issue a formal letter of apology with an assurance that C's credit history has not been adversely affected by its actions.

#### 1.7

C complained to the supplier that the discount for gas was not applied properly. Despite complaints via letter and telephone the matter was not resolved. The supplier informed the Ombudsman that it had not received the complaint early until late. Furthermore, it claimed C did not provide it with sufficient information to investigate the matter.

The Ombudsman was of the opinion that C had provided the supplier with relevant information to investigate the matter. The Ombudsman required the supplier to provide an apology for poor service and in recognition provide a goodwill gesture payment, or alternatively apply the Direct Debit discount for gas should this be greater; and to advise C how the discount for gas could be obtained in future and offer assistance where possible.

#### 1.8

C felt his direct debits were too high based on his estimated usage and wrote to the supplier. It failed to respond. The Ombudsman saw this as a shortfall in customer service.

Supplier missed 2 appointments for a meter safety inspection. The Ombudsman saw this as a shortfall in customer service.

Supplier failed to provide C with a refund which he was owed. There were several delays and C chased the supplier on the telephone, in writing and via energywatch. C advised he would withhold payment until the refund was received. After several months the amount C owed was greater than the refund amount and the supplier agreed to balance the two amounts. Supplier sent C a cheque anyway, which he did not cash, but the supplier then chased C for payment and used debt recovery agents. The cheque was cancelled but then reissued on a number of occasions and C was chased for payment each time. Supplier has now cancelled the cheque and cleared the account.

The Ombudsman was of the opinion that there were several shortfalls in customer service in this case and required the supplier to send C a written apology including confirmation that the account is closed. The Ombudsman also required a goodwill gesture to reflect the shortfalls in customer service.

1.9

C had supply of energy through Supplier. The C claimed that payments C had made by Direct Debit were not being accounted for and the company was charging in advance for energy.

The Supplier said that all credits were accounted for and payments were adjusted to take into account winter usage.

The Ombudsman considered that the evidence showed that all of C's payments were accounted for. She also accepted that the Direct Debit was set up to cover year round usage. She required that the Supplier send C a copy of a statement showing all payments.

1.10

C had readings taken by the supplier two times every year for several years. C had been paying by Direct Debit and believed that the correct payments were being taken for the electricity usage. C later received an extremely high bill from the supplier. This bill showed that it had been amended and that all prior payment had been cancelled. C discovered that the previous readings that had been taken had not been used and had instead been estimated. The supplier advised C that it had failed to update the meter serial number after a meter change a number of years ago. The supplier had now realised its error and had recalculated C's bill based upon actual usage. The supplier agreed to reduce to outstanding balance and to offer a payment plan but C did not feel this was acceptable.

The Ombudsman concluded that C should remain liable for the electricity used and required the supplier to offer C an apology for the error, reduce the outstanding balance

and to offer C a suitable payment plan taking into account the length of time the debt had accrued and C's ability to pay.

#### 1.11

Supplier corrected an overcharge on customer account by issuing revised bill which replaced last two quarters bills and covered a period of nine months without any explanation. C was convinced that Supplier was trying to bill for gas already charged and contacted The Supplier. The Supplier failed to answer C's queries and then compounded problem with poor responses and further changed bills that lacked any explanations. Finally, the Supplier issued statement that erased details of bills issued over last two years and replaced them with two global debits. C requested Ombudsman to resolve increasingly opaque and complex billing problem.

Ombudsman restated C accounts and clarified outstanding balance. Ombudsman found that C had received poor customer service and awarded a goodwill payment. Ombudsman also criticized Supplier's practices of restating bills without adequate explanation and also for erasing the audit trail.

Billing, re-stated accounts, poor explanations, poor customer service, goodwill payment.

#### 1.12

C had a dual fuel supply with the Supplier. C understood that readings were being taken on a regular basis but then found that only electricity had been charged for. C contacted the Supplier with accurate readings but the Supplier failed to bill the account. When billing started the bills were varied, excessively high and incorrect. The Supplier eventually corrected the billing but C was dissatisfied with the level of service provided. C asked to settle the bill in installments but the Supplier failed to adhere to the agreement and chased full payment.

The Ombudsman noted that at the time of the investigation the Supplier had taken steps to address all issues raised by C. A goodwill credit was applied to the account, an apology issued and debt collection cancelled. However, a requirement was made of the Supplier to provide an additional goodwill credit in light of the concern caused due to the unwarranted debt collection activity. The Supplier was also required to confirm details of the payment plan to C.

#### 1.13

C moved into new build house and contracted with the supplier for electricity and gas, however, builder had nominated other the suppliers. The supplier was faced with subsequent erroneous transfer of electricity account and 18 months delay in confirming account details for gas. C was offshore worker and this created complications during C's absence offshore as it was difficult to contact C. C blamed the supplier for delays in producing both gas and electricity bills, but these were caused beyond its control. Supplier offered a goodwill payment to gas account and billed C as if transfers had occurred when requested for both accounts. Supplier also offered to reimburse

telephone calls in goodwill payment against documentary evidence. C rejected the supplier's offer.

The Ombudsman found that the supplier had made every effort to resolve problems. The Ombudsman upheld the supplier's offer.

#### 1.14

The Supplier delayed in setting up an account and issuing the first bill to C. It failed to use C's opening actual reading and issued the bill based on an estimate. The Supplier offered C a goodwill gesture in view of its delay however C rejected the offer. On review of the case the Ombudsman concluded the delay was unacceptable and an increase in the goodwill gesture warranted. C experienced a shortfall in customer service however the Ombudsman considers C should pay for services used.

In summary the Ombudsman requires the Supplier to make a goodwill credit to the account in recognition of the customer service issues, inconvenience experienced and costs incurred; and to offer C a payment plan; and to issue a formal letter of apology.

#### 1.15

The Supplier believed the gas supply had been returned to its provision following an erroneous transfer however the account was passed to a new the supplier. It was found the Supplier continued to bill C for a period that it did not supply the gas. Due to non payment of the account it passed the account for recovery action. The Ombudsman considered C experienced a shortfall in customer service in the handling of this complaint and concluded had matters been progressed in a timely manner this complaint could have been avoided.

In summary the Ombudsman requires the Supplier to return the account and supply to the other the supplier; close the account in C's name, crediting the outstanding balance in full; make a small goodwill gesture in recognition of the customer service issues raised; and to issue a formal letter of apology with an assurance that C's credit history has not been adversely affected by its actions.

#### 1.16

C says that they did not get their Direct Debits reassessed for a period of two years. During this period the amount they were paying did not cover their usage which resulted in them receiving a large bill. C has requested a payment plan for a period of two years and a reduction on the amount owed. The supplier has agreed to a payment plan of two years and already awarded a gesture of goodwill.

The Ombudsman found that the supplier was required to reassess C's bills at least once a year which had not happened. The supplier was required to apologise to C for the service shortfall, retain its offer of a two year payment plan and award a further gesture of goodwill for the shortfall.

#### 1.17

The Supplier failed to administer C's accounts and accurately record the payments received via the prepayment meter. The Supplier passed an outstanding balance that was not due to a recovery agency then delayed in recalling it and cancelling any follow up action. The Supplier promised a refund would be issued on many occasions. C actively chased the Supplier for the refund but was unsuccessful for over six months.

The Ombudsman accepts the Supplier has now provided the refund however she requires the Supplier to provide a goodwill gesture of in light of the customer service issues raised and to issue a formal letter of apology including an assurance that C's credit file has not been adversely affected by the supplier's actions.

#### 1.18

The supplier failed to gain access to C's property to recalibrate its pre-payment meter following price increases. The supplier notified C of its intention and reasons for having to reset the meter however no contact was received from C until termination of the account and the subsequent issue of a final bill. The supplier recognised its delay in contacting C to advice of the recalibration in a goodwill offer and offered a repayment plan over 24 months. The Ombudsman considers this a reasonable settlement to this complaint and requires the supplier to maintain its offer.

#### 1.19

C moved house and later found that two more payments had been taken from the bank via Direct Debit. C could find no reference to these payments on the new account and discovered that the payments had been allocated to the old account. The supplier agreed that the old account had not been closed correctly and informed C that the money would be refunded by cheque. C failed to receive the cheque and continued to complain to the supplier. The supplier did eventually issue the cheque but this was sent to C's old address. A second cheque was sent some time later but C failed to receive this. C called the supplier several times and also wrote detailing the complaint. The supplier admitted that it had been at fault and C eventually received the third cheque that was issued.

The Ombudsman concluded that C had experienced a shortfall in customer service and required the supplier to issue C with an apology and to issue C with a goodwill payment to cover the costs of telephone call and letters sent and also for the duplicate bank statement C had been asked to send to the supplier.

#### 1.20

C opted for a fix and fall tariff, but the supplier failed to correct the billing system until after first quarterly bill produced. The supplier gave C refunds, based on incorrect estimated bills, which 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 an error and showed that C had a massive debit balance as a result of corrected meter readings and the large refund.

The Ombudsman found that the 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 request for debits to be set aside and awarded goodwill payment in recognition of these shortfalls.

#### 1.21

C complains that the Supplier failed to advise of an appropriate tariff for the requirements of the household. The Supplier provided energy efficiency advice however the Ombudsman considers a change of the meter system was not discussed. In resolution the Supplier recalculated the period based on a single rate and a refund was provided.

The Ombudsman considered that the Supplier failed to provide an adequate level of customer service on this case. In summary the Ombudsman requires the Supplier to issue a detailed letter of explanation of how the accounts were originally calculated and on what tariff, and the subsequent recalculation of the bill detailing the tariffs used; and to issue a formal letter of apology in recognition of the customer service issues raised.

#### 1.22

C complained to the supplier about the continued billing of their gas account, as this had been transferred to another provider some months earlier. Despite making a number of complaints by telephone and writing, C continued to receive a number of payment demands, as well as a disconnection notice. C complained about the conflicting advice received from the supplier, and asked the Ombudsman resolve this ongoing problem. The supplier acknowledged that errors had been made but on review ensured the account was closed from the transfer date and proposed to clear the remaining balance as a goodwill gesture.

It was evident that the supplier had taken the necessary action in order to close the account, but it was concluded that such action had only been taken after avoidable delays and errors were made. In resolution the supplier was required to send a letter of apology, provide written confirmation that the account was closed with a nil balance, and make a further goodwill payment to C.

#### 1.23

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.

#### 1.24

C advises that they have not had their meter read for a number of years and this has resulted in them receiving a large bill due to under estimated readings. C has also had letters sent to a neighbor's house and complains of unanswered emails and letters. The supplier advises it has attempted to read C's meter and letters were sent requesting actual meter readings. The supplier states C has already been awarded a gesture of goodwill which it considers sufficient in addressing the issue. It explains the confusion surrounding C's address was due to C sending in a letter with an incorrect address on.

The Ombudsman considered it was up to the supplier to check C's account details to ascertain it was sending letters to the right address. The Ombudsman found the supplier had read the meter within the last two years and had requested meter readings from C. There was a lengthy delay in responding to once of C's letters and not all aspects raised received a response; this was considered a shortfall in the customer service C had received. The supplier was required to apologise for shortfalls in service; a further goodwill gesture was awarded in recognition of this. The supplier has also received actual meter readings from C and was required to provide C with a single point of contact for any queries that might arise once the bill was produced.

1.25

C says that they used the online service provided by their supplier but continually had problems with it. C would like an up to date bill and complains of non returned calls and emails. The Supplier did not provide a case file to the Ombudsman within the required timescales, which meant its views could not be considered in relation to this complaint.

The Ombudsman required the supplier to provide C with an up to date bill providing evidence of electricity used and payments received. The supplier was also required to provide C with an apology for apparent shortfalls in customer service.

1.26

C complained that the supplier had charged them whilst out of the country and that there should have been no consumption recorded. The supplier investigated the account and found meter readings had been provided by C after their return home; billing was therefore accurate.

The Ombudsman could see no reason to reduce the bills the supplier had provided.

1.27

C complained that the supplier sent a large arrears bill following several estimated bills. C complained that the supplier had not taken notice of the meter readings C has provided. C asked for a considerable reduction in the bill, but the supplier decided it could not agree to the terms C suggested. The supplier sent a deadlock letter and made another improved offer, but which was less than C's requests.

The Ombudsman considered C had experienced poor customer service from the supplier, which admitted to having readings, but doing nothing with them. However, the offers from the supplier, contained in its deadlock letter were considered proportionate. It was accepted that the supplier had made an error over the period of a payment plan,

but it was required to implement it, after taking into consideration the reduced regular installments amounts.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

C complained that electricity consumption had increased with the Supplier from 26 units a day to 45 units a day. C complained to the Supplier and the Supplier tested the meter but could find no fault. C remained unhappy with the Supplier's response and requested a refund of what C believed C was overcharged for. The Supplier said it could find no fault with C's meter.

The Ombudsman said that although C's usage had increased by 7 units a day there was no evidence to suggest that his meter was faulty or recording usage inaccurately. The Ombudsman could find no reason why C should not pay the Supplier. The Ombudsman was concerned with misadvice given and so required the Supplier to award a nominal goodwill payment.

### **5.2**

C received a large bill from the Supplier and it was established that the gas meter was faulty. The Supplier then billed C using a final meter reading for the faulty meter but C disputed this as it showed that C had used 3544 units of gas for a nine month period. C continued to dispute with the Supplier but the Supplier maintained the final meter reading as correct.

The Ombudsman examined the information provided and surmised that the fault occurred between August and November 2005. The Ombudsman therefore surmised that based on C's average annual consumption that the final meter reading should be amended to a lower amount. The Ombudsman required the Supplier to provide C with the amended bill, provide a full breakdown of the account and award a nominal goodwill payment.

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

### **6.1**

C complained to the supplier about the incorrect billing of their account following a credit meter being installed. It was evident that this was due to the meter exchange failing to be correctly updated or migrated onto a new billing system. The supplier eventually rectified the problem, but only after an avoidable delay was experienced and poor customer service provided. C complained about the number of calls made in an attempt to resolve this matter and requested compensation.

In resolution the supplier was required to send a letter of apology, make a goodwill credit, provide a full written breakdown of the account, and agree a payment plan with C.

### **6.2**

C had electricity with Supplier. The C received a very large bill for electricity. The C called to alert Supplier and was told that an investigation would be carried out and the account would be placed on hold. The C continued to receive reminder bills and made numerous calls to the Supplier to try to resolve the matter.

Eventually, the Supplier identified that the meter had been exchanged but it had not updated its records. It confirmed that the C had a positive balance on C's account. The C wanted compensation for the stress and inconvenienced caused.

The Ombudsman considered that the compensation requested by C was not appropriate in this case. However, she did require that the Supplier make a goodwill payment and written apology to C.

### 6.3

C moved into flat but failed to notify the supplier for some months. Supplier then did not read meter for at least two years and relied on estimated readings for both the supply start and the quarterly bills. C was then presented with £2,000 bill. C complained and the supplier still failed to read meter but claimed estimates were accurate. C then discovered that previous tenant had never paid bill increasing doubt over account. C received conflicting advice from the supplier and had three failed appointments from engineer to check meters and time switch.

Ombudsman decided that it would be difficult to establish start reading and directed that the supplier's engineer inspect meter and time switch; attach check meter and accurately record current reading. Ombudsman directed that if the meter was shown to be accurate then the customer reading from December 2006 and current readings could then be used to estimate starting reading. Ombudsman also directed compensation for missed appointments and goodwill for failure in fiduciary duty and poor customer service.

### 6.4

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.

### 6.5

C had dual fuel arranged with the supplier which were paid for with Direct Debit. The payments were made as required but sometime later it was discovered that there was a great shortfall in payments made to the actual cost of the energy used. This resulted in

a large bill being delivered. The supplier explained that this was due to the opening account being based on an estimated bill and all other bills continuing to be estimated. It was only after a meter read that the shortfall was discovered. The supplier offered a discount. It also became apparent that C had not received two statements that had been sent by the supplier. It was found that whilst the supplier was willing to adjust the Direct Debit payments this offer was made without reference to C therefore some investigation would be required as to the affordability of the proposals. As the bill was considered high it was also considered appropriate to see if energy efficiency advice would be of assistance.

the supplier was required to provide copies of the accounts that were not received by C; confirm the deduction and the remaining balance on the account, to contact C to discuss whether or not a payment plan would be required and to discuss such matters as may be relevant to agreeing a plan if requested and to establish whether advice on energy efficiency is required and to supply such advice if requested.

## 6.6

C complained that bills from Supplier had been estimated for two years. C then received a large bill which C disputed. The Supplier offered a payment plan but C remained dissatisfied. The Supplier said that for approximately two years there was no meter reader in C's area and so the bills were estimated. The Supplier said that the offer of a two year payment plan was viewed as reasonable.

The Ombudsman was concerned that the Supplier had failed to realise that C had received estimated bills for two years and also failed to evaluate his monthly payments. This was viewed as a shortfall in customer service. The Ombudsman however said that this situation would have occurred no matter which the supplier C was with and as C remained liable to pay for gas consumption then the Ombudsman could find no justified reason why C should not remain liable to pay the outstanding balance. In recognition of the service shortfall the Ombudsman required the Supplier to reduce the balance by 10% as a gesture of goodwill and to contact C to arrange a payment plan over two years.

## 6.7

C complained that the Supplier failed to bill C for six months. The Supplier also failed to bill C for gas for eighteen months. The Supplier offered a goodwill payment and a 12 month payment plan but C remained dissatisfied. The Supplier said that in error the gas had not been charged correctly as each bill was billed to the same open meter reading. Once the error was realised the Supplier billed C accordingly.

The Ombudsman was concerned that the Supplier failed to bill C accurately and also failed to bill C for six months without providing an explanation. The Ombudsman required the Supplier to reduce the outstanding balance for gas by 10% as goodwill and to arrange an 18 month payment plan.

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

### 7.1

C advised about a problem with the gas account which had occurred because of the supplier having no record of a previous meter exchange. C detailed that this led to the supplier providing incorrect refund, only to review this matter and raising some charges back on the account. The supplier acknowledged the error which was made because of incorrect meter records being held, although it was concluded it was entitled to do so in these circumstances.

The supplier attempted to resolve this matter by offering a credit to the account and an extended payment plan. It was concluded these were reasonable offers in such circumstances; therefore the supplier was required to maintain these offers and send a letter of apology.

## 7.2

C notified the supplier of a house move. The supplier sent a final bill, which C considered to, be high. C disputed the charges and the supplier identified that the incorrect MPRN had been registered for C. The supplier agreed to credit the balance on the final bill, but failed to do so and C received demands for payment from a debt collection agency. C sent letters of complaint and phoned the supplier. The supplier agreed to arrange for someone to visit the building in which C's previous and current flats were located, to check the details of all gas and electricity meters. However, it did not do this and the issue remained unresolved.

The Ombudsman considered the supplier's failure to credit C's final bill, investigate and resolve the confusion with the meter serial numbers or respond to the issues raised by C to be reflective of a shortfall in customer service. The supplier was required to arrange a visit to ensure the meter serial numbers were registered against the correct flats within the building, confirm in writing to C that the gas account from the previous flat had been closed with a zero balance and that C's credit rating had not been affected. It was also required to make a payment as a gesture of goodwill, establish C's average usage and provide a refund of any overpayments C had made and contact C to discuss an appropriate electricity tariff.

## 7.3

C requested a meter change from the Supplier. This was not actioned in seven months. C complained to the Supplier and sent it letters of complaint but received no response. The Supplier admitted that a delay in refunding an account credit caused a delay in arranging the exchange of the meter.

The Ombudsman said that the Supplier's lack of action to resolve the problem or respond to C's letters was viewed as poor customer service. The Ombudsman required the Supplier to send C a cheque for the account credit, contact C to arrange to change the meter, award a nominal goodwill payment and send C a letter of apology.

## 7.4

C disputed bills from the Supplier as they were incorrect. C had been billed for neighbours meter in error. C complained to the provider but received no response or

resolution. The Supplier said it was now in the process of amending the account records and that it had sent C a letter offering compensation.

The Ombudsman said that it was evident that C had received poor customer service from the Supplier. The Ombudsman required the Supplier to obtain the correct meter details and up date the account records. The Supplier was also required to bill C correctly and award a nominal goodwill gesture.

## **10.0 Billing - Missing Payment**

### 10.1

C had a prepayment meter with Supplier. C received a statement saying C was in credit. C called to request a refund of credit owed but Supplier said it has not advised C that account was in credit.

The Ombudsman was satisfied that Supplier had sent C a statement to advise C was in credit but by the time the next invoice came, the credit had been consumed by further usage. However, she considered that the Supplier caused the C confusion by not explaining this properly. She required that the Supplier make a goodwill payment and an apology to C.

### 10.2

C made two payments over the internet that were not credited to C's account and were then chased as debts by the supplier. This was accepted by the supplier which explained that there had been a change in its billing system which accounted for the second problem. This was considered poor customer service and a goodwill gesture in the form of a credit to C's account was offered. This was accepted but the amount offered was required to be increased.

The supplier was required to provide a letter of apology in respect of the poor customer service experienced and to provide a goodwill gesture in respect of the poor customer service provided. This was to be in the form of a credit to C's account.

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

### 11.1

C complained that the Supplier had failed to bill C since C moved into the property in 2006. C had complained to the Supplier but received no resolution. C also complained of receiving bills for the people that had bought C's old property. The Supplier apologised that it had not billed C and confirmed this was due to its systems and Transco not holding the correct meter details.

The Ombudsman was concerned that for approximately 15 months the Supplier had not resolved the situation or billed C. This was viewed as unacceptable. Although the billing code of practice is for customers who had not received a bill for two years in this instance the Ombudsman required the Supplier to apply the code and not back bill C for

more than one year. The Supplier was also required to award a nominal goodwill payment and to ensure that the people at C's old property had the correct correspondence address on their account.

#### 11.2

C did not receive a final bill from the Supplier and a year later C discovered a default on C's credit file. C paid the final bill but disputed the default as the bill had been sent to the wrong address. C sent letters to the Supplier but received no response. The Supplier said it had limited information and proposed to remove the default and send a letter of apology.

The Ombudsman was concerned that it appeared the Supplier had sent the bill to the wrong address. The Ombudsman was also concerned that the Supplier failed to respond to C's letters of complaint. The Ombudsman required the Supplier to remove the default, award a nominal goodwill payment and send a letter of apology.

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

#### 14.1

C discovered that there had been overcharging on a gas account and complained to the supplier which agreed to refund the overcharged amount having established that the tariff used was wrong. When the refund was received C was of the opinion that the refunded amount was not enough. The amount was challenged and was increased by the supplier but in providing the cheque the supplier explained only how many units had been accounted for. C was dyslexic and required a full calculation to be shown. It was accepted that this amounted to poor customer service. Further poor customer service was noted in that C had to make many calls to the supplier to chase matters. C asked for interest on the amount overpaid. The supplier did not make such payments and whilst this was accepted in was taken into account when making proposals to the Ombudsman.

the supplier was required to provide a letter of apology, provide a letter explaining the recalculation showing the progression of billings in a format displaying the amount of units used and charged at the original rate (along with the cost of that rate) and then how that would equate with the rectified unit charge (again showing the cost of the new tariff), and the refund of the overcharged amount and provide a goodwill gesture in the form of a credit to the account.

### **21.0 Transfer**

#### 21.1

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.

## 21.2

C had electricity supply with Supplier. Whilst the Supplier was able to supply the service, it could not set up the account so the C could not benefit from discounts associated. The C made numerous attempts to correspond with the Supplier but received no response.

Since the complaint was passed to the Ombudsman, the Supplier has set up the account and applied discounts retrospectively.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the delay involved and failure to respond to the complaint.

## 22.0 Transfer - Contract Cancellation

### 22.1

See claimed that the supplier made in the agreement to cap the direct debit payment. However according to the supplier the agreement was to cap the price of fuel and not direct debit. Since there was no evidence of the verbal agreement in the Ombudsman considered the supplier's explanation to be reasonable. The Ombudsman was however disappointed that the supplier did not address the customers issue within a reasonable time frame. On this basis the supplier was required to provide see with an apology and in recognition a goodwill payment.

## 25.0 Transfer - Incorrect Action Taken

### 25.1

C had supply of gas with Supplier. C transferred to another gas the supplier but Supplier continued to take Direct Debits until C cancelled them at the bank.

The Supplier said that it had not been advised by the gas transporter that the supply was changing.

The Ombudsman considered that the Supplier should not have continued taking payment once the supply was transferred. She was not satisfied that the Supplier was not given sufficient notice. She required that the Supplier make a goodwill payment and written apology to C.

### 25.2

C transferred to the supplier. C was a high domestic user. The supplier failed to transfer one of C's electricity supplies over to it and calculated charges for meters on a

second supply at the wrong unit rate. C complained several times, but the supplier failed to respond or resolve the issue.

The Ombudsman noted C had taken reasonable steps to notify the supplier of the errors and of the failed transfer of the second supply. The supplier's failure to resolve the issue, and its delay in taking action were considered to be reflective of poor customer service. The supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, confirm the contract details of C's local network operator recalculate C's electricity charges for all meters at the correct rate and issue an amended bill.

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

#### **33.1**

C had supply of gas transferred in error by Supplier. The C contacted the Supplier to transfer back to C's original the supplier. C made several contacts with Supplier for updates but got no response.

The Supplier acknowledged that it had transferred the account in error as it used an incorrect meter number. It confirmed that it had transferred the supply back and had not raised charges for gas. It also accepted that, whilst it had transferred the C's supply back, it had not responded to C's enquiries.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the transfer error and failure to respond to C's correspondence.

#### **33.2**

C had supply of gas and electricity by Supplier. She was transferred to another the supplier against her wishes. She asked to be put back to Supplier, which the Supplier agreed to do.

Since returning the C says that C has been billed incorrectly, had letters sent to the wrong address and C's letters of complaint have been ignored.

The Ombudsman required that the supplier send C a statement of account showing charges levied and payments made. She also required that the Supplier make a written apology and goodwill payment to C for not responding to C's correspondence.

### **45.0 Sales - Erroneous Transfer**

#### **45.1**

C decided not to transfer her gas and electricity supply and although the decision was made outside the cooling off period it was agreed to return the account to the previous supply. However, the electricity supply failed to return and the supplier billed C for usage.

C complained that the supply should have been returned to the previous the supplier at the same time as the gas account was returned. As a gesture of goodwill the supplier agreed to return the electricity account to the previous the supplier.

The Ombudsman accepted the supplier's actions and required the supplier to confirm its actions in writing.

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

### **48.1**

Based on information provided by a door-to-door Sales Agent, C agreed to transfer to the Supplier. Some time later, the Supplier notified C that the monthly Direct Debit payments were to be increased. C was unhappy with the proposed increase and considered the Sales person had provided misleading advice.

The Ombudsman noted the Supplier had raised an investigation into the sale, but due to the time that had elapsed since the sale; the relevant Sales Agent was no longer employed by it and could not be interviewed. In addition, C was advised that it was not within the Ombudsman's remit to consider complaints about mis-selling. However, there was no evidence to show the monthly payment amount quoted by the agent had been guaranteed. It was also considered that C had a responsibility to check the terms and prices included in any contract being entered into, and it was noted that C had not objected during the cooling off period. In addition, the Ombudsman noted the Sales person would not have been aware of subsequent price increases which affected the payment amount required. The Supplier was required to provide C with details of its complaints procedure for complaints about mis-selling.