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1.0 Billing

1.1

C complained that supplier did not adjust to the new tariff after applying for this. Despite numerous calls and letters to supplier this was not done. Supplier accepted it had made errors on the account and apologised. It confirmed that it would adjust the accounts and backdate charges to reflect the correct tariff.

The Ombudsman was of the opinion that C had received a shortfall in service levels since the complaint was not addressed by supplier. Furthermore, supplier took no ownership to address and deal with the matter appropriately. The Ombudsman required supplier to amend the account to reflect the correct charges and backdate the charges. Supplier was required to provide an apology for poor service and in recognition provide a goodwill payment.

1.2

C complained to supplier about increased monthly payments. Despite calling supplier on a number of occasions and writing to supplier no explanation was offered. Supplier later apologised for its lack of response and confirmed that the payments had increased due to a surge in fuel prices. A reassessment carried out on the account revealed that C's monthly payment would be reduced.

The Ombudsman was of the opinion that supplier had failed to take ownership of the complaint from the outset. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment and to advise in writing whether the review on the account would be every three or six months.

1.3

C complained about receiving a high estimated bill for electricity. Supplier stated this was due to the account being billed based on estimated usage. Supplier applied a credit to the account and proposed a goodwill payment.

The Ombudsman appreciated C's concerns, but was of the opinion that supplier had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility laid with C to ensure Supplier was provided with correct meter readings since records showed meter readings had been supplied for the gas account. The Ombudsman required the supplier to offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

1.4

C complained that the supplier failed to bill C correctly. C stated they were given conflicting advice, in which they were advised to ignore bills until the account was fully sorted out. This resulted in arrears accruing and an increase to the monthly installments that C was requested to make.

The Ombudsman considered there had been a lack of personalised directed information from the supplier that would have alerted C to the problems sooner. It was required to make an apology for the lack of information and delays and provide a goodwill gesture.

1.5

C complained that the supplier failed to provide a requested refund after calling several times and putting the request in writing. The supplier stated it had no record of calls or letters from C.

The Ombudsman considered C had experienced a shortfall in customer service, for which the supplier was required to make an apology and provide a goodwill payment.

1.6

C complained that the supplier failed to provide a refund that C expected. The supplier stated that it had agreed an arrangement with C but admitted that this was not reflected in the bills it sent. The supplier also acknowledged there had been a shortfall in customer service. However, it considered the waiving of charges that should have been applied following price rises was adequate compensation for this.

The Ombudsman considered that the goodwill gesture by the supplier was appropriate, but it had not been well explained to C. The supplier was required to make an apology for this and to increase the goodwill payment in recognition of the poor customer service, including the referral to a debt collector. The supplier was also recommended to abide by the payment plan that had been abandoned.

1.7

C moved into a property and confirmed with supplier that it was the gas and electricity supplier. C has not received a gas bill from supplier since. Supplier has now got correct details and is in a position to bill C. Supplier failed to call C back or action any verbal and written requests.

The Ombudsman was of the opinion that there were delays and shortfalls in customer service in this case and required supplier to get a reading from C and provide an accurate bill, apologise, credit C's account as a goodwill gesture and agree a payment scheme with C that takes into consideration C's ability to pay.

1.8

C's gas and electricity account were taken over by supplier without consent. Supplier agreed to transfer accounts back to previous supplier as it could find no evidence of agreement. Supplier offered compensation which it failed to pay. Supplier took over gas account and billed C. C complained and supplier advised that account had been transferred back to previous supplier. C continued to receive bills and threatening letters. Supplier continued to advise that account had been transferred back to previous supplier. Supplier proposed to send C a letter confirming the accounts were closed and had been transferred to previous supplier. Supplier also proposed to provide the promised compensation.

The Ombudsman was of the opinion that supplier's offer was, in this case, inadequate as C had suffered a shortfall in customer service. The Ombudsman required C to maintain its proposal and to provide a goodwill gesture to reflect the shortfall in customer service.

1.9

C complained that supplier did not issue a bill for a long time. When C provided supplier with a meter reading the bill was delayed for almost a year. When C finally received the bill it was discovered to be high due to there being an underestimate on supplier's part. The supplier apologised for the delay in producing the bill and applied the Industry Code of Practice on accurate bills and applied a reduction in bill. C was not happy with the amount reduced.

The Ombudsman acknowledged there had been a shortfall in service levels as supplier should have provided a provided C with a bill early, but accepted that the goodwill credit applied was fair and reasonable. The Ombudsman required supplier to provide C with its previous proposed offer of allowing C to pay the disputed outstanding balance over a two years period; and to apply a goodwill gesture credit to the electricity account in recognition of the poor service and inconvenience C had experienced.

1.10

C had supply of electricity with Supplier. The Supplier charged for electricity for a period prior to the C moving in to the premises. The C made numerous complaints but the Supplier maintained the bill and passed the case to a debt collection agency.

Since the complaint was made, the Supplier has accepted that the bill was incorrect and adjusted it to bill from the date that the C moved in.

The Ombudsman was satisfied that the billing error had been rectified but the Ombudsman required the Supplier to make a goodwill payment and written apology to C for the inconvenience caused. The Ombudsman also required that the Supplier ensured that there had been no negative impact on C's credit file.

6.0 Billing - Inaccurate Meter Reading

6.1

C complained that supplier had the account incorrectly registered on another MPAN and later applied a business tariff as opposed to the domestic one. Supplier apologised for the error and was of the opinion the credits already applied were sufficient recompense and thought a proposal to pay off the outstanding balance via a payment plan was reasonable.

The Ombudsman considered C had received a shortfall in service levels as the matter was not dealt by supplier in an appropriate manner and timescale. Furthermore, the Ombudsman considered the credit applied was not generous as it was used to adjust the account following the supplier's error. As such, the Ombudsman required supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment and to offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

7.0 Billing - Incorrect Account Details

7.1

C said had been paying off a debt with the Supplier for 13 years when it should have been paid 11 years prior. C sent letters to the Supplier to request a refund but remained dissatisfied with the Supplier's response. The Supplier said that the debt on the account was a lot more than C stated and the account statements since 2002 showed that C was still paying off the debt. The Supplier also said that C's weekly payments were not always credited against the debt as C bought in bulk. The Supplier offered to remove the current outstanding balance as goodwill.

After review of the account statements the Ombudsman concluded that what the Supplier advised was correct. The debt was a lot more than C stated and consequently it had taken longer to pay off. The Ombudsman confirmed that there was no refund due to C but in recognition of any inconvenience caused the Ombudsman proposed that the Supplier removed the current outstanding balance as goodwill.

14.0 Billing - Quality of Customer Service

14.1

C passed away and the final gas bill showed a large refund credit. C's solicitors chased the Supplier for the refund but on year later it had still not been received. The Supplier

confirmed that it had delayed sending the cheque but proposed a nominal goodwill payment.

The Ombudsman was concerned that the Supplier had failed to send the refund cheque for such a long period of time. This was viewed as unacceptable and constituted poor management of the account. The Ombudsman required the Supplier to send the refund cheque as soon as possible and to award a goodwill payment to cover costs incurred and interest lost.

14.2

C took out a new supply of energy with Supplier. The C says that C was offered special rates but the Supplier never charged to the agreed rates. The C called to chase this on numerous occasions and was told that a refund was forthcoming. Eventually, the Supplier said that it would not honour the agreement as the tariff was unavailable for the C's meter type.

At this time, The Ombudsman cannot consider complaints of mis-sale within the energy sector. The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the false promises of a refund. The Ombudsman advised C to take further advice from another party regarding the alleged mis-selling.

14.3

C had supply of electricity with Supplier and a Direct Debit was set up. The Direct Debit did not cover usage and a large balance accrued on the account, leading to an increase in the Direct Debit. The C considered that C had paid charges as agreed and the Supplier had raised charges for consumption that C had not used. The C asked the Supplier for a deadlock letter but received no response.

The Ombudsman could see no reason to doubt the accuracy of the charges and considered that the Supplier was entitled to raise the Direct Debit. The Ombudsman required that the Supplier make a goodwill payment for not responding to C's deadlock request.

27.0 Transfer - Installation

27.1

C contacted the supplier and arranged for a gas supply to be installed at a set price. C then made the relevant payment, although the supplier failed to provide the supply stating the original quote was incorrect. C refused to make an additional amount and complained about a number of delays and poor customer service. On review the supplier agreed to install the gas supply at the original price, and suggested a further goodwill payment should be made.

It was concluded that the supplier was incorrect to ask for a payment after C paid the original amount quoted. It was also established that there had been avoidable delays and poor customer service received by C. Therefore, the supplier was required to send a letter of apology, install the gas supply without any further charges being applied, and make a goodwill payment.

29.0 Transfer - Loss of Service

29.1

C purchased a new property and informed supplier that no gas and electricity was being used. When C received bills from supplier C wrote to it on a number of occasions and asked it to amend the bills to reflect the correct usage. Supplier took no action and continued to bill C. Supplier advised it had now amended the bills.

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