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## **1.0 Billing**

### **1.1**

C complained that the supplier failed to set up a new account properly and warned C that the account could be falling into arrears. C stated that the account could not be in arrears as they had a credit meter, not a prepayment type as the supplier had suggested and they had not been provided with a bill. The supplier accepted there had been errors, but that they had been resolved.

The Ombudsman decided that there had been poor customer service for C, which had delayed in resolving C's complaint. The supplier was required to make an apology for the poor customer service and provide a goodwill payment. It was also required to implement a payment plan that took into account C's ability to pay.

### **1.2**

C complained that the supplier billed them incorrectly following a change of supplier. C complained and the supplier stated the issue was resolved, but that C was complaining about the final corrected bill.

The Ombudsman considered that C should remain liable for their consumption, but a goodwill payment was required for premature debt collection action and threats of escalation, on an account that was not in C's name. The supplier was also required to ensure no adverse credit information has been passed to any Credit Reference agency or if it has already done so C's records were amended correctly.

### **1.3**

C complains the supplier collected a debt via a prepayment meter and then issued a demand for the outstanding balance. The Ombudsman notes that due to debt collection activity C actually paid the outstanding balance twice and the payments made by via the meter were not recorded despite the supplier exchanging the meter on two occasions.

The Ombudsman concludes there was an administrative failure and an inadequate level of customer service demonstrated on this case. In summary the Ombudsman requires the supplier to provide a refund of the duplicate payments; provide a refund the credit balance from the prepayment meter; arrange an appointment to reset the meter; recalculate the account from the installation date of the prepayment meter to the reset date of the meter and provide a refund of the credit balance left on this calculation; make a goodwill gesture of in light of the customer service issues raised on this case and to issue a formal letter of apology setting out a detailed explanation of the recalculations made in line with the Ombudsman's remedy.

#### **1.4**

C moved into new home and contacted another supplier to arrange supply of gas. The current supplier at the property closed the account and billed C. C disputed the bill with supplier, but found details had been passed onto a Debt Collection Agency. The supplier apologised for any inconvenience, but maintained account as it was of the opinion it was accurate.

The Ombudsman found that the supplier had no justification to pass the account to a Debt Collection Agency since the opening meter reading was estimated and there was evidence that C was advised by supplier staff to ignore the earlier bills as these were then under the name of the occupier. The Ombudsman required supplier to provide an apology for poor customer service levels and in recognition clear the outstanding balance in full as a goodwill gesture; and to provide C and Cs' partner, with assurance that no adverse information has been recorded against their names in relation to the matters raised in the complaint, and if any had, it had now been removed or amended.

#### **1.5**

C made a number of calls to the supplier about a credit balance on the account. The supplier advised on a number of occasions the final credit balance on the account would be refunded but this was never received. C complained to the Ombudsman, at which point the supplier reviewed the account and concluded that a much smaller credit refund was due. It advised that this was due to a lock being placed on C's account due to a systems error. This meant none of C's usage had been taken into consideration by the supplier's advisors when viewing the account. The supplier confirmed this had since been rectified.

It was concluded that the supplier had incorrectly raised C's expectations surrounding the refund they would receive. It then provided inaccurate information on a number of occasions and a poor level of customer service throughout. In light of this, the supplier was required to send a letter of apology, provide a full breakdown of the account, refund the correct credit balance, and make a further payment as a gesture of goodwill in full consideration of the poor customer service and any costs incurred.

#### **1.6**

C raised complaints with the supplier in relation to a dual fuel service. It was established that there had been poor customer service in various areas. It was accepted that inaccurate tariffs had been applied to the accounts. This came about after repeated intervention from an advisory body. It was also found that the supplier had not amended the address 'service area' on C's details.

The supplier was required to amend its records in relation to C's address and amend its records to show the correct area or write to confirm why it would not be appropriate to do so, to provide a letter of apology for the poor customer service that had been experienced during this dispute and in relation to the events leading up to it, to provide a

small goodwill gesture to reflect the poor customer service experienced and the inconvenience that this has caused and to confirm the outstanding balance on both the gas and electricity accounts by way of providing amended bills with the correct tariffs showing and the new calculations demonstrating how the new balances were arrived at. It was considered important that there should be a comparison provided showing the old balances that were demanded and the amended balances.

### **1.7**

The supplier failed to update its records with a meter exchange for over two years. On reviewing the account a large arrears balance was calculated despite advising C that the account was in credit. The Ombudsman notes the supplier applied a reduction on the account. The Ombudsman concludes the supplier failed to administer the account and provide an adequate level of customer service. In summary the Ombudsman required the supplier to ensure the previous offer is applied to the account; maintain the outstanding balance on the account offering C a payment plan over an extended period; and to issue a formal letter of apology for the customer service issues raised.

### **1.8**

C requested an increase in the level of Direct Debit as it was anticipated that high bills would be delivered. This was agreed but SP failed to implement the increase. This meant that in due course C was faced with having to pay much higher Direct Debit payments. This was accepted as being poor customer service and SP offered a goodwill gesture which was refused by C. Further complaint was made as there were delays in responding to enquiries and in providing call backs. This was accepted and considered poor customer service and a further goodwill gesture was proposed in that respect. It was also felt appropriate to offer a repayment plan.

SP was required to provide a letter of apology in relation to the poor customer service experienced in this case, to clarify whether the goodwill gesture had already been provided. If it had SP was to demonstrate this and if it had not already been provided it should be. SP was also required to provide a further small goodwill gesture in the form of a credit to the account; and to arrange a repayment plan, if requested.

### **1.9**

C moved house and provided a reading from the electricity meter, which had been changed a number of days before. SP checked with its meter supplier and was told that there had been no meter change but later decided it had been. This meant that the final bill would have to be estimated on the basis of previous meter readings. It was agreed that this was the only way to progress matters but due to continued poor levels of customer service it was proposed that a goodwill gesture should be provided taking account of both the poor customer service and extended period that it was experienced for.

SP was required to provide a letter of apology, to provide a goodwill gesture, in the form of a credit to the account and to provide a new final invoice for the electricity account

based on the average previous usage which and if requested allow a payment plan to be arranged.

### **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 C required the supplier to make a goodwill payment and written apology to C for the inconvenience caused. She also required that the supplier ensured that there had been no negative impact on C's credit file.

### **1.11**

C advises that they were advised when changing supplier their Direct Debit would be fixed for a period of 12 months. C then received a large bill advising they were in debit. The supplier advised C was advised the price of gas and electricity would be fixed but a customers Direct Debit is variable dependent on usage.

The Ombudsman found C had not been advised their Direct Debit would be the same for 12 months. However, C had queried the amount they were paying and this had not been investigated at that point. The supplier was required to apologise for this shortfall and award a gesture of goodwill. It was also required a payment plan be offered to C.

### **1.12**

C complained that the supplier failed to make correct charges for many months resulting in a very large arrears bill. The supplier stated that readings were incorrectly recorded or billed and that when C provided readings they were disregarded.

The Ombudsman considered there had been poor customer service for C, requiring an apology, an extended payment period and a goodwill payment from the supplier in recognition.

### **1.13**

C complained that supplier levied charges relating to an old period. The supplier agreed to apply a credit due to making an error on the account, but maintained the charges.

The Ombudsman was of the opinion that the Code of Practice for Accurate Bills produced by Energy Retail Association applied in this case as the charges in question

were older than two years and C had not been billed for the disputed charges for more than two years. The Ombudsman required supplier to clear the charges in accordance with the Code of Practice.

#### **1.14**

C transferred supply to another provider, but claimed that supplier incorrectly billed the account and asked for extra payment. C contacted supplier and was advised the account would be corrected. However, due to the account not being rectified and C receiving further incorrect bills from supplier C complained to the Ombudsman. The supplier apologised for poor service, offered to reduce the bill as a goodwill gesture and apply the correct meter reading.

The Ombudsman required supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment or apply reduction in bill of a certain if this amount was greater; to amend the bill to reflect the final read as confirmed by the previous supplier; 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.

#### **1.15**

C had a faulty meter and found that they had overpaid for the amount of electricity used. C complains of not receiving a refund and poor customer service. The supplier advises C has now received the refund of any overpayments made and advises it has already credited a goodwill gesture in recognition of any phone calls C had to make trying to resolve this.

The Ombudsman found that the supplier had taken an unduly length of time to refund C the monies owed but considered the goodwill gesture already awarded sufficient in addressing this matter. It was found that the supplier had not responded to C in a timely manner. The supplier was required to apologise for this shortfall and award a further gesture of goodwill in recognition of this.

#### **1.16**

C complained that the supplier failed to send a bill before it deducted a large payment by Direct Debit, resulting in bank charges for C. C complained and the supplier offered to refund the bank charges, but it failed to provide a remedy of the underlying problem or provide an explanation.

The Ombudsman considered there had been poor customer service for C and required it to provide copy bills, make an apology for the poor customer service and provide a goodwill payment.

### **1.17**

C had electricity provided by supplier. The account was opened with the incorrect reading and it took considerable time for correct bills to be produced. The supplier has corrected bills and made goodwill payments to C for difficulty caused, however C has not paid any bills for some time.

The C requested that he be given a payment plan and further compensation.

The Ombudsman did not consider further compensation was necessary but she required that the supplier offer the C a suitable payment plan to clear the balance.

### **1.18**

C was unable to access his online account. C contacted supplier on numerous occasions about the problem but it failed to correct it for several months.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required supplier to apologise and credit C's account as a goodwill gesture.

### **1.19**

C disputed the account balance. The supplier explained there was a discrepancy with the previous tenets move out readings and C's move in readings. The supplier amended C's readings and recalculated the account. C experienced a poor level of customer service. The supplier made a goodwill offer.

The Ombudsman was dissatisfied with the delays C had experienced and noted the opening readings were estimated. The supplier was required to provide a correct reading and make a goodwill payment. The supplier was also required to write a letter of apology.

### **1.20**

C complained to the supplier about water getting into the gas supply and the meter box. The SP advised that this was outside of its control, and liaised with the network provider in order for this to be reviewed. This confirmed that there was a problem, although it could not establish where the water was coming from. At the time of this investigation the matter was being monitored by the network provider, but C complained about increased gas charges being incurred because their appliances had been affected. The supplier stated there was no evidence of this, but agreed to send an independent engineer and requested C to provide regular readings. C then refused the engineer permission to enter the property and failed to provide the requested readings. The SP then offered a goodwill payment to C, but this was refused.

It was concluded that the SP had made reasonable attempts to resolve a matter that was largely outside of its control. There was no evidence to support C's suggestion of

the appliances being affected, with the SP's attempts to review this matter also appearing reasonable. In resolution the SP was required to send a letter of apology for the problems involved and any instances of poor customer service. Additionally it was required to liaise with the network supplier in an attempt to resolve this matter, provide regular updates to C regarding any work being carried out, maintain its offer to provide a goodwill payment and clarify what action needed to be taken by C to enable the billing situation to be reviewed.

### **1.21**

C received a final bill from the supplier after C was leaving to go to another supplier. C disputed the amount of this bill as C stated that meter reading listed on the bill was not that given as a final reading. The supplier informed C that it was the new supplier's responsibility to obtain a reading and pass this to the old supplier and therefore C would need to contact the new supplier. C did this and it later transpired that the incorrect reading had been given to the supplier. The supplier amended the bill using the correct reading. C complained that reminders and threatening letters were sent by the supplier whilst the account was under dispute. C also sent a letter by recorded delivery and he complained that the supplier failed to respond to this letter. The supplier made an offer to credit C's account but C was not happy with the offer made.

The Ombudsman concluded that the supplier had acted correctly as it is the responsibility of the new supplier to provide a correct final reading. It was acknowledged that the account should have been placed on hold and that C had experienced a shortfall in customer service. The Ombudsman required the supplier to issue a written apology and offer a goodwill payment for the problems C experienced.

### **1.22**

C's day and night rate meter readings were transposed from the day she had a new meter fitted. The new meter had an advice sticker on it which gave incorrect information about how the meter should be read. When the problem was identified C was re-billed and there was a large outstanding balance. C disagreed with the balance as she claims it was brought about by supplier's faulty advice sticker. The supplier maintained that the balance was correct but offered a goodwill gesture in consideration of customer service shortfalls.

The Ombudsman was of the opinion that the outstanding balance was correct. She required supplier to maintain its goodwill gesture in consideration of customer service issues.

### **1.23**

C disputing usage on electricity bills and asking for copies of statements to be sent. C also complains of poor customer service and being charged late payment fees. The supplier does not consider C has been incorrectly charged but acknowledges the distress this may have caused C.

The Ombudsman required the supplier to apologise for shortfalls in customer service and awarded a gesture of goodwill in recognition of this. Copies of statements had since been sent out. The Ombudsman found that the complaint had been prolonged due to lack of ownership and not responding to the C. The supplier was also required to waive the late payment fees.

#### **1.24**

C's parent died and C received a large estimated fuel bill. C has provided the supplier with accurate readings but is still receiving estimated bills. C would like an accurate bill. The supplier advises it is the process of arranging this and has suggested a goodwill award as it acknowledges C has received a service shortfall.

The Ombudsman found evidence of service shortfalls but found the suppliers suggested goodwill gesture sufficient in addressing this matter. The supplier was required to apologise for these shortfalls and award a gesture of goodwill on recognition of them. In addition, the supplier was required to update C on a weekly basis until an accurate, non estimated bill was produced.

#### **1.25**

C complained about a very large bill and reported a meter fault to the supplier. Despite the ongoing investigation the supplier continued to pursue C for payment on the inaccurate bill. The meter was found to be faulty by an independent company. The supplier has recalculated the accounts.

In summary the Ombudsman requires the supplier to update the information from the meter exchange to its system; issue a statement showing the credit balance and the relevant readings used; issue a statement for usage to date; make a goodwill payment in light of the inconvenience experienced and costs C incurred; and to issue a formal letter of apology with an assurance that C's credit history has not been affected by its actions.

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

### **6.1**

C contacted supplier and complained why it had billed C despite the account being a prepayment. The supplier claimed to not have received payments.

The Ombudsman required the supplier to clear the outstanding amount on the account as a goodwill gesture due to the following reasons: the account underwent a change of tenancy instead of a new account being setup, although a meter exchange was carried out twice there was no explanation given why, a new card was issued, but no further explanation was given as to why, supplier to date had not concluded the investigation

despite it having ample time to do so, supplier had received sufficient evidence that payments had already been made to the account, albeit on the incorrect card. On the balance of probabilities, the Ombudsman considered that C did make the payments on the prepayment account as to operate the gas meter would have required credit to have been applied. In light of the overall circumstances, it was considered it would be unreasonable for the supplier to demand payment from C in this instance. The Ombudsman required the supplier to clear the outstanding balance on the account as a goodwill gesture.

## **6.2**

C received a large bill from the supplier which C disputed. C complained that the supplier had estimated the bills for over a year. C also complained that when C called the supplier to agree a payment plan C was provided with differing amounts. The supplier said it had estimated C's bills. The supplier said that C's usage did differ because C had two caravans with sub meters that were not always in use. Therefore it had been hard to determine what C's monthly average was.

The Ombudsman was concerned that the supplier estimated C's bills for such a lengthy period of time and this was viewed as unacceptable. The Ombudsman required the supplier to award a goodwill payment equivalent to 5% of the accrued debt and to also award a nominal goodwill payment for any misadvice given. The supplier was also required to arrange a 24 month payment plan with C.

## **6.3**

C realised that C had a large credit balance on C's account and therefore contacted SP to request a refund of this and also to re-set the Direct Debit so that more appropriate payments were taken. C provided a meter reading to SP as requested, but then received a cheque which not only was not for the full amount, but was also incorrectly addressed. C complained to SP about this but received little response. Finally, following further complaints SP contacted C and confirmed a full refund would be sent in C's name, however, again, the refund was incorrectly addressed.

It was clear from the evidence provided that C had been requesting a refund of the account credit balance for several months, but this had not been actioned correctly by SP, due to a technical error. It was also evident that SP had not responded to the majority of C's complaints. It was, therefore, considered that C had received poor customer service from SP and it was proposed for SP to take actions to update the account name, apply a goodwill credit to the account, then provide C with a full refund of any remaining credit balance, provide C with an apology and also ensure that the Direct Debit had since been re-set to a more appropriate amount.

## **6.4**

C transferred supply to another supplier but complained that old supplier failed to provide C with a final bill and account refund. C complained to the supplier but received

no resolution until eight months later, when the supplier sent a final bill and awarded a nominal goodwill payment. Three months later C complained that the supplier had failed to send C the agreed goodwill.

The Ombudsman was concerned with the service issues C had encountered and the delay in providing the final bill and agreed goodwill. The Ombudsman required the supplier to increase the goodwill payment and to send C a letter of apology.

## **6.5**

C complained to the supplier after receiving a large electricity bill due to a replacement meter failing to be set up correctly. On review the supplier acknowledged the error, but advised that a goodwill credit had been refused, which it felt was reasonable in such circumstances. The supplier advised that a payment plan had also been offered.

It was concluded that the supplier was entitled to recalculate the charges in such circumstances, although it was noted that any charges over two years old should be cancelled in line with legislation. However, as the amount of charges over two years old were nominal, it was concluded that the suppliers offers were reasonable and appropriate in full consideration of the incorrect charges, poor service, and costs incurred.

In resolution the supplier was required to send a letter of apology, and maintain its offers of an account credit and an extended payment plan as a gesture of goodwill.

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

### **7.1**

C transferred to the supplier, but did not receive a prepayment card. C contacted the supplier and it told C its records showed C had a credit meter. The supplier issued a prepayment card, and made arrangements for the meter information to be checked. However, C transferred to another supplier. The supplier sent a final bill, based on C having a credit meter. C disputed the bill, and the meter information, but the supplier continued to pursue C for payment.

The Ombudsman considered the supplier had correctly set up an account for C based on the meter information it had received from industry agencies. However, it was noted that the supplier had not replied to C's letters or provided promised call backs, and this was considered to be reflective of a shortfall in customer service. The supplier was required to send a letter of apology, make a payment as a gesture of goodwill, and confirm the account had been closed with a nil balance and that C's credit rating had not been adversely affected.

## **7.2**

C complained that the supplier failed to set up the gas account for eight months and that to date the bills are not correct. C also complained that the supplier set up an electricity account yet C is still being billed by preferred supplier. C sent several letters to the supplier without resolution or response. The supplier provided a brief response to the complaint.

The Ombudsman said that C had received poor customer service from the supplier. The supplier had not handled C's account correctly and had failed to resolve the problem. The supplier also compounded the situation by setting up an electricity account for no apparent reason. The Ombudsman required the supplier to award goodwill payments for the poor customer service and the delay in setting up the gas account. The supplier was also required to resolve the problem with the electricity account.

## **7.3**

The meter serial number at C's flat was crossed with a neighbouring flat. C contacted the supplier to inform it of the error, but it failed to take any action and continued to send bills against the incorrect meter. C complained several times and the supplier agreed to send out an engineer to check the meter number. However, two appointments were missed. The supplier made a request for the industry records to be updated, but failed to monitor the issue and the problem remained unresolved.

The supplier's failure to investigate C's complaint about the crossed meters or take prompt action to rectify the problem was considered to be reflective of poor customer service. It was required to send a letter of apology, make a payment as a gesture of goodwill, place the account on hold until the industry records had been updated and a correct bill could be issued. It was also required to confirm that C's credit rating had not been adversely affected, provide C with regular updates regarding updating of the account and ensure the required data flow information was actively chased.

## **9.0 Billing - Mis-Information**

### **9.1**

C complained that supplier did not honour the original tariff that was at lower rate. The supplier advised that its sales team made an error as it quoted prices relating to a different area and one that had expired. Supplier advised that C had now been placed on the correct tariff and credits had been applied to the account.

The Ombudsman found that the supplier had not taken effective ownership of the case and delivered a shortfall in service levels. Furthermore, it appeared that supplier was not clear in whether the initial agreed tariff had been applied or the tariff relating to C's area – i.e. offer that had been expired. As such, the Ombudsman required supplier to provide an apology for poor customer service levels; confirm the exact tariff it applied to

the gas and electricity accounts and the rates; provide a breakdown of the credit it applied to the account by mentioning the dates the credits were applied, the reason and what periods these related to; and supplier could not provide the initial tariff it agreed with C then it was to apply a credit to C's gas and electricity account as a goodwill gesture.

## **10.0 Billing - Missing Payment**

### **10.1**

C had to deal with a relative's estate after their death. Payment was made to the supplier to clear the accounts balance. As the original account had been closed and a new account opened for the C (as Executor) there was confusion and the payment was lost by the supplier. This led to an extended dispute during which C was caused distress by the supplier commencing debt collection action and was put to avoidable expense in relation to extended telephone calls, photocopying costs and travel costs. The supplier eventually located the payment and credited it to the correct account. A small goodwill gesture was provided but this was not considered appropriate to resolve this matter. A number of instances of poor customer service were found during this investigation.

The supplier was required to provide a letter of apology in respect of the poor customer service that has been experienced in this case, to provide a payment to cover the avoidable expenses that C had been caused to meet, to provide the direct contact details of a representative of The supplier that was qualified to take ownership of this matter. That person was to then contact C to arrange for the provision of details of call costs in respect of calls made to The supplier since the missing payment was made, to establish where costs had been added to the account in relation to debt collection processes that had been paid by C, account for them and refund them and to provide a goodwill gesture in respect of the various 'heads' of poor customer service that had been experienced in this matter.

### **10.2**

C complained that the supplier delayed setting up C's gas account. C received a letter threatening disconnection and so paid the amount outstanding even though C had no account. Eventually C's account was set up and C was billed correctly. The supplier confirmed it would refund C the payment C had made but to date C complains that the refund cheque has not been received. The supplier said it would investigate further why C had failed to receive the refund.

The Ombudsman was concerned that the supplier failed to set up the account for approximately eight months without explanation and was also concerned that to date C had not received the promised refund. The Ombudsman required the supplier to issue the refund to C as soon as possible, award a nominal goodwill payment and send a letter of apology.

## **13.0 Billing - Payment Method**

### **13.1**

C took electricity services with the supplier and set up a Direct Debit at the level recommended. After no more than one quarter it became apparent that the Direct Debit was not covering C's usage and the supplier asked C to increase the Direct Debit considerably. C increased the Direct Debit but not to the level recommended. This meant that the increased payments were still sufficient and the continued to build. The debt became considerable and C paid by credit card but complained that this situation would not have come about if the Direct Debit had been set correctly. This was accepted but it was found that the supplier had brought matters to C's attention at a sufficiently early point but C had not acted on the advice. The supplier offered C a payment but the supplier asked for this to be considerably increased. No reason could be seen for this.

The supplier was required to repeat its offer to C.

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

### **14.1**

C disputed bill with the supplier and said that C had been charged for electricity units when the service was gas. C also complained that C received numerous letters chasing for payment. C said that the supplier said that the balance would be transferred to C's new address but this did not happen. The supplier said that the bill charged C correctly but there was an error with the lettering of the bill. The supplier said it had responded to all of C's issues and had already awarded a nominal goodwill payment.

The Ombudsman was concerned that mis-advice given to C about the disputed bill and started the complaint. The mis-advice was viewed as poor customer service. The Ombudsman however said that the supplier had addressed all issues C had raised. As a resolution the Ombudsman required the supplier to award a nominal goodwill payment and to contact C to arrange a payment plan.

### **14.2**

C set up a Direct Debit on a new account with the supplier. No payments were taken. C contacted the bank, which confirmed the supplier had not set up a Direct Debit. C complained to the supplier, but the matter remained unresolved. C also received a bill, which showed charges had been calculated at the wrong tariff rate. The supplier incorrectly cancelled a Direct Debit set up on another account belonging to C, about which there had been no issues. C complained several times, but no action was taken.

The supplier also confirmed to C that a penalty fee was chargeable, should C transfer to a new supplier. C was not happy with this.

The Ombudsman considered the supplier had not taken reasonable steps to resolve the problem with the Direct Debits on C's account. In addition, there was no evidence to show C had requested a change to the tariff. The Ombudsman considered C had received an unsatisfactory level of customer care. The supplier was required to send a letter of apology, release C from the contract without penalty, make a payment as a gesture of goodwill and issue a bill showing charges calculated on the tariff to which C had agreed.

### **14.3**

C complained that the supplier sent incorrect bills and failed to use readings provided. The supplier investigated and found that it had not always received C's readings and accepted that its response letters could have been better.

The Ombudsman considered there had been a shortfall in customer service for C, but that the poor service and estimated bills were not completely due to the supplier's failings. However, the supplier was required to make an apology for the delays and provide a goodwill payment.

## **21.0 Transfer**

### **21.1**

C wanted to transfer to a new supplier, but this was objected by the supplier on the grounds of there being an outstanding balance. C contacted supplier on a number of occasions and provided proof that payments had been made. However, the supplier failed to take action and issued payment reminders. The supplier advised the Ombudsman that it had now found the payments and confirmed it would not object should C wish to transfer the supply.

The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; to ensure a final bill was issued provided supplier received a final meter reading; and to ensure supplier did not raise an objection when C decided to transfer the gas supply to the chosen supplier. C was advised that it was C's preferred supplier's responsibility to request the supply from the supplier, and that the new supplier could not transfer the supply without C's request. On this basis it was recommended that C contacted the preferred supplier and requests it to transfer the supply.

## **31.0 Transfer - Non Requested Disconnection**

### **31.1**

C had supply of gas and electricity by supplier. She was transferred to another 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 SP 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.

## **34.0 Transfer - Quality of Customer Service**

### **34.1**

C changed suppliers but the old supplier chased her for a debt that did not exist. The supplier accepted this after some considerable time and after using debt collection processes against C. This was considered poor customer service. It was also noted that C failed to receive call backs that had been promised and a response to a letter sent. Again, this was viewed as poor customer service.

The supplier was required to provide a letter of apology for the poor customer service experienced in chasing C, mistakenly, for a debt and to provide a goodwill gesture, in the form of a cheque, for the poor customer service experience.

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

### **48.1**

C took out a new gas supply from supplier. C said that supplier charged C for a higher tariff than agreed. SP disputed this but offered a goodwill payment in order to resolve the matter, which C refused.

The Ombudsman was satisfied that the supplier had placed the C on the tariff agreed. She required that the supplier maintain its offer of goodwill and set up a payment plan so that C could pay off the balance.