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1.0 Billing

1.1

C had a faulty gas meter with Supplier. C called to have it replaced but the Supplier failed to meet the appointment. Another appointment was made but, again, the engineer did not turn up. The C says that the meter has since been replaced but C thinks the bills are too high.

The Supplier accepted that it had failed to respond to C's complaint. It advised that it had not yet changed the bill to reflect the meter change which may explain the high usage.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the inconvenience caused. The Ombudsman also required that the Supplier update the billing system and send C a statement to reflect usage and payments so that C could reconcile the bill.

1.2

C made payments to supplier via Direct Debit and asked it to reconcile payments and provide an explanation of the amount it received during a certain period. Despite numerous telephone calls and letters to the supplier this was not done correctly. The supplier proposed an apology, goodwill gesture payment and to send a detailed account to C for the payments that had been made.

The Ombudsman considered that C had received a shortfall in service levels and therefore required supplier to increase the proposed goodwill gesture credit to reflect the nature of the complaint and circumstances.

1.3

C complained that the supplier sent a large arrears bill and stated that the supplier should have been monitoring their consumption more closely. The supplier stated that C had been alerted to arrears building up, but C decided not to increase their payments. It said this was the reason for the large bill.

The Ombudsman decided there were no grounds for the complaint to be upheld and C had not demonstrated that the supplier had acted inappropriately. No further action was required.

1.4

C opened an account with the Supplier and gave meter readings. C received a bill which showed the opening reading to be incorrect. C contacted the Supplier, which said it would amend the bill. C had to contact the Supplier numerous times as they did not receive an amended bill. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier failed to take appropriate action. It was without doubt that a shortfall in customer service had occurred. The Supplier was required to send C an amended bill. The Supplier was also required to make a goodwill payment and write a letter of apology.

1.5

C complained that the supplier agreed a price fix but did not adhere to it. C complained but the supplier stated payments needed to be increased because C had accrued a debt. The supplier also explained that the price fix related to the unit price C was being charged and was not a reflection of consumption, which had to be accounted for in its management of Direct Debit rates.

The Ombudsman concurred with the supplier; there was no evidence to show it had acted inappropriately and that if C's Direct Debits were reduced again the debt would increase further; in the longer term C would be worse off. No further action was required of the supplier.

1.6

When C signed up with supplier they were promised that C could have credit meters within two weeks and vouchers for a high street retailer. The meters were not in place for 10 weeks and C never received the vouchers.

C's direct debits were not set up correctly and C was threatened by a debt recovery agent as a result. C's bills were grossly over estimated, C complained and spent a lot of time on the telephone and sent numerous letters and emails which received no response.

The Ombudsman was of the opinion that there had been a shortfall in customer service in this case and required Supplier to apologise, credit C's account and nominate a member of staff to contact C to ensure the ongoing billing issues were resolved.

1.7

The Supplier issued a bill based on readings from two meter serial numbers for a very short period using excessive units of electricity. It seemed the company had failed to update a meter exchange on its system. Despite recognising the discrepancy the Supplier failed to take ownership of the account and pursued the balance with its recovery department. C experienced inconvenience and costs when chasing the Supplier for resolution to the complaint. The Ombudsman identified poor administration of the account and a failure to provide a satisfactory standard of customer service.

In summary the Ombudsman required the Supplier to ensure the account shows the current meter serial number; provide a credit equivalent to the disputed charges; ensure the account is re-billed using readings from the current meter; ensure that compensation is applied to the account in accordance with the Guaranteed Standards of Service; make a goodwill gesture in recognition of the customer service issues raised; and to issue a formal letter of apology including an assurance that

recovery action has been ceased and C's credit file has not been adversely affected by its actions.

1.8

C requested a credit meter however the Supplier failed to update the customer's prepayment account in a timely manner and provide the credit refund promised. The Supplier advised that due to a system error there was a delay in producing an accurate account statement. C actively sought resolution to the complaint and chased action to no avail.

The Ombudsman required the Supplier to contact C to make an appointment for the prepayment meter to be exchanged for a credit meter; provide a final statement for the prepayment meter to the final reading taken on the date the meter is exchanged; refund any credit balance left on the prepayment account; provide some energy efficiency advice; make a goodwill payment payable by cheque in recognition of the customer service issues raised, inconvenience C experienced and the contact costs incurred; and to issue a formal letter of apology including a written explanation of the final prepayment statement.

1.9

C failed to receive an electricity bill since transferring back to the supplier. C discovered that the account had not been set up and therefore no bills could be sent. C complained to the supplier but due to technical difficulties the supplier could not set up the account. C made several calls to the supplier chasing progress. C received a letter from the supplier advising that the problem would soon be resolved and C could expect to receive the account number shortly. C heard nothing further from the supplier.

The Ombudsman concluded that there has been a shortfall in customer service and the supplier should have kept C up to date with the progress of the account. The Ombudsman therefore required the supplier to write to C with an apology and to offer C a goodwill payment for the poor customer service. The Ombudsman also concluded that once the account was set up the supplier should reduce the outstanding balance and offer C a suitable payment plan in order to pay the outstanding balance. It was also recommended that the supplier continued to monitor the progress until the account was set up successfully.

1.10

C complained that Direct Debit had been increased without knowledge. When C sent Supplier the cheque was not allocated to the correct account. This caused problems for C and payment demand letters were received. Supplier advised that the problem started when C cancelled the Direct Debit for one account. Supplier stated that one account had been amended and the other was outstanding.

The Ombudsman found that C had taken steps by sending in a cheque for the gas account, but these were credited against the electricity account. The Ombudsman found that Supplier should have credited the cheque against the gas account since this account had a larger outstanding balance than the electricity account. The

electricity account on occasions was in credit but payments were still allocated to the gas account. The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition credit a goodwill payment against the gas account; to allow C to make future payments for electricity via Direct Debit; and offer C a payment plan so that the outstanding balance on the gas account could be paid off. However, this would be at Supplier's discretion as this was a Commercial Decision for Supplier to undertake.

1.11

C complained that supplier asked back for a large credit since it claimed this was applied to C's account in error. Supplier apologised for the error and claimed it had mixed C's account with another customer. The supplier demanded the payment back.

The Ombudsman considered that supplier should have exercised precaution, but believed a human error led to the wrong account being credited. Since C incorrectly received the payment the Ombudsman considered this was due back to the supplier. However, the supplier should appreciate that this matter may have caused C financial hardship. Taking into account the circumstances of the case the Ombudsman considered the supplier had responsibility to ensure customers were not placed in this predicament. On this basis, a further reduction was proposed to be applied to the overall balance and C was allowed to pay the remainder over an extended payment plan.

1.12

C had supply of gas and electricity with Supplier. The C moved out of premises and gave final readings to Supplier. After a long period, the C received correspondence from a debt collection agency chasing payment for the final bill. The C was unhappy that the bill had been explained correctly and C's letters of enquiry were ignored.

The Ombudsman considered that the billing was accurate but required that the Supplier make a goodwill payment and written apology to C.

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1.13

C had electricity with Supplier. The Supplier did not set up the account for a long period and the C contacted it to try to set up the account but Supplier did not do this.

The Supplier eventually set up the account and billed C for the entire period.

The Ombudsman did not consider that the Supplier was able to prove the accuracy of the account and required that the Supplier make a refund of charges due to this, and the Customer Service shortfall identified.

1.14

C switched supply to the Supplier. C then received a statement from the Supplier which did not reflect the meter type or readings for C's supply. C complained to the Supplier, which assured C that the matter would be looked into. The Supplier failed to provide a satisfactory response for C and then issued another inaccurate bill. C asked for the meter to be exchanged.

The reason for the Supplier's failure to re-bill the account was unclear and the Ombudsman considered the failure to be reflective of a shortfall in customer service. The Ombudsman was also concerned that the Supplier had failed to respond appropriately to C's complaint. The Supplier was required to issue an apology, provide confirmation of the current outstanding balance, issue a goodwill credit, advise of the expected meter exchange and to re-bill on the correct meter readings.

1.15

C had two accounts with The Supplier and made a payment to the account that should have been closed. C requested a refund of this payment. The Supplier showed that it had tried to provide this on more than one occasion. The case file also revealed that for no apparent reason other cheque had been requested but cancelled and that lengthy delays had been experienced. This was considered poor customer service.

The Supplier was required to provide a letter of apology for the poor customer service experienced, to re-provide the refund cheque, and provide a small goodwill gesture in the form of a credit to the account.

1.16

The Supplier failed to recalibrate the meter and an arrears balance accrued on the account. The Supplier's policy was to only back bill for one year which it said it applied. C requested evidence of this however none was forthcoming. The Ombudsman considers there was a shortfall in customer service in the handling of this complaint however the Supplier was correct to maintain its charges for energy used.

In summary the Ombudsman required the Supplier to remove a third party's details from the account and ensure C is the account holder on the system; provide an account statement that shows the undercharge and how (the calculation) the account was only back billed for one year; make a goodwill gesture credit in recognition of the customer service issues raised and provide a cheque refund of the credit balance; and to issue a formal letter of apology.

1.17

C disputed their account charges and complained to the Supplier. The supplier stated that incorrect meter readings had been given when the account was opened and this would be amended. However, there was a delay in charges being amended and C received debt collection letters. The Supplier corrected the account charges and made a goodwill offer. C experienced a poor level of customer service.

The Ombudsman was disappointed that the Supplier failed to take appropriate action in a timely manner. It was without doubt that C had experienced a shortfall in customer service. The Ombudsman required the Supplier to increase its goodwill payment and write a letter of apology.

1.18

C complained about receiving no bills for a certain period of time. C was unhappy that the supplier sent C a high bill. 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. C refused this.

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 Supplier to provide an apology for any inconvenience caused and in recognition its previous goodwill credit, offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the gas account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

1.19

C complained about receiving a high estimated bill for the electricity account. Supplier stated this was due to the account being billed based on estimated usage and the meter details not being updated. The supplier recalculated the bill and maintained the charges, but offered a payment plan for the balance to be paid off.

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 Supplier offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the gas account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

1.20

C moved out of property and provided supplier with meter readings. A final bill was issued by supplier and this was paid in full by C. Supplier later sent C an unexpected bill which C disputed. Despite numerous contacts by C the supplier did not resolve the matter. The Supplier advised the Ombudsman's office that an error led to the account being incorrectly billed. Supplier proposed for the matter to be investigated; provide C with a single point of contact who would remain in touch with C whilst the matter was resolved; propose to place a hold on the account; all the debt follow up to be cancelled and provide an apology letter for the delay in resolving the matter.

The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; to ensure the debt

collection activity had been cancelled as proposed by supplier; to assign a person to rectify the account by ensuring a correct meter reading was applied. If this was not possible then supplier should apply an estimated meter reading based on previous usage, if possible. If there was no previous usage details then supplier was to base the charge on average usage and apply a 35% reduction to the bill as a goodwill gesture; to advise C whether any refunds were due; to provide C with details of single point of contact who would be responsible in resolving the account matter; 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.

1.21

C complained that another supplier had taken over the supply of the gas and electricity services. On reporting this matter to the old supplier it failed to take any action to chase the erroneous transfer. Believing the services had been returned to the original supplier C chased it for bills; however the Supplier had failed to set up the accounts and issue bills.

The Ombudsman concludes the Supplier failed to provide an acceptable standard of customer service and administration on this case. In summary The Ombudsman requires the Supplier to provide a written assurance that the gas and electricity supplies are now under its provision; set up the accounts and provide C with the respective account numbers. The Supplier is to issue an up to date bill including charges for the entire billing period since the erroneous transfer; offer C a payment plan. The Supplier is to make a goodwill gesture in light of the customer service issues, costs incurred and inconvenience experienced; and to issue a formal letter of apology including an explanation of why the accounts were not set up and an assurance that bills will be issued quarterly in future.

1.22

The Supplier failed to issue an accurate final statement on a prepayment electricity account despite C actively chasing a response. C alleges the Supplier has failed to take account of all payments made by the key meter however there is no evidence to support this claim in C's submission. The Ombudsman considers C experienced a shortfall in customer service at times on this case.

In summary the Ombudsman required the Supplier to conduct a review of the account and issue statement accompanied with a detailed letter of explanation to C of the credits and debits on the account. Provide a credit refund or clear the debit balance on the account, whichever is appropriate after the recalculation in goodwill; make a goodwill credit in recognition of the customer service issues raised; and to issue a formal letter of apology in recognition of the customer service issues raised.

1.23

C advises they received a bill for monies already paid. C had moved into the property and advised supplier of the name change on the account but kept receiving bills in the name of C and the occupier. C says they have made numerous calls and written in an attempt to resolve this. C says they then received a letter from a debt

collection agency even though C had paid the bill. C was also charged a late payment fee. The supplier advises after further investigation C was in credit and this had been refunded.

The Ombudsman found that it had taken six months for the supplier to check what payments had been received against what was owed and considered this to have taken an unduly length of time. There was also evidence of conflicting information being given to C and this was considered a further shortfall in the service C received. The supplier was required to apologise for these shortfalls and award a gesture of goodwill in recognition of them. It was found that C was charged a late payment fee even though C had already paid the bill and the supplier was required to refund it. In what was an unwarranted referral to a debt collection agency the supplier was required to ensure C's credit file was not adversely affected.

1.24

C complained to the Supplier about the electricity charges being incurred. The Supplier reviewed this and advised that an overpayment has occurred. C then waited for a promised refund to be received but this never arrived. C then complained to the Supplier who reviewed the account again and stated that no payment was due. C continued to dispute this point and complained about the Supplier failing to make promised call backs or reply to letters.

It was concluded that C had received some incorrect advice from the supplier regarding a promised refund, with the information provided suggested the outstanding balance was correct. Additional customer service issues could be seen by the limited response from the supplier. Therefore, the supplier was required to send a letter of apology, provide a full written breakdown of the charges applied, cancel the outstanding balance in line with its offer, and make a goodwill payment.

1.25

C contacted the supplier to complain about the excessive payments to a prepayment meter. The supplier agreed to replace the meter, but missed the agreed appointment date. A new date was arranged and the meter was replaced, but C complained that the tariff was incorrect. The supplier reset the meter. However, C considered that as a result of the old faulty meter and the incorrect setting of the new meter, a refund was due. The supplier agreed to investigate the balance on the account, but did not do so. C complained in writing, but the supplier did not reply.

The Ombudsman noted C had not provided any information to illustrate the difference in the payments being made prior to and after the meter was exchanged. However, it was acknowledged that the supplier had not investigated the complaint or provided any evidence to demonstrate that the old meter was not faulty. Its failure to reply to C's letters or investigate the complaint was considered to be reflective of a shortfall in customer service. It was required to send a letter of apology and make a payment as a gesture of goodwill.

1.26

C noticed the dial on the electricity meter continued to turn, even when the supply was turned off. C reported the matter to the Supplier, which asked C to take meter readings over a period of seven days. C considered the request to be unreasonable.

The Supplier considered it had responded to C's complaint, and that C had not allowed it sufficient opportunity to investigate the problem with the meter. The Ombudsman agreed and accepted the Supplier was required to undertake diagnostic checks before escalating the matter further. The Supplier was required to contact C and provide C with the opportunity to follow its meter dispute process.

1.27

C had supply of Gas from Supplier. The C wanted to change supplier but the Supplier blocked the transfer due to debt. The C disputed the debt and it transpired that the debt was for another customer as Supplier had incorrect records.

The Ombudsman required that Supplier allow C to transfer and make a goodwill payment and written apology to C.

1.28

C was receiving combined fuel tariff from SP for 32 months during which SP failed to read gas meter, but did read electric meter. C moved to new address and SP submitted final bill which was very large because of unbilled gas. C complained to SP about unbilled charges and claimed that C had submitted readings SP should not charge for back charges. SP investigated promptly and admitted error in not reading gas meter. SP removed excess charges over two years old and recalculated charges to allow for price changes, SP also awarded 5% compensation, combined effect was a substantial reduction in the final account. C rejected SP's offer and claimed that all back charges should be removed, which SP rejected and issued deadlock notice.

Ombudsman concluded that as customer was aware that estimated bills were understating gas used there was joint responsibility for the large back charges. Ombudsman upheld SP's remedy as fair and reasonable and ruled against C's complaint.

Failure to read gas meter, customer readings, unbilled charges, customer rejection of SP remedy, SP remedy upheld.

1.29

C had a gas account transferred away from The Supplier and transferred it back when able to. Since the time of transferring back to The Supplier it had not delivered a gas bill despite this being over a number of billing cycles and a number of enquiries from C. Matters had still not been resolved by The Supplier at the time of this investigation. All of this was considered poor customer service. In addition C had raised a number of questions which The Supplier had failed to answer. This was again viewed as poor customer service.

The Supplier was required to provide a letter of apology in respect of the poor customer service that has been delivered to C, to provide, as a priority, a bill for C's gas use. This was to observe the relevant 'back billing' regulations and show what would have been charged if these regulations had not been applied, provide the contact details for one representative that was to have ownership of this account and its associated problems. These details were to include a direct dial number for that person. The representative was to then contact C on a weekly basis to advise of the progress being made in resolving the problems. In addition The Supplier was required to (once the problem had been resolved) provide a full and where necessary detailed explanation as to what had caused the problem and why it was not properly progressed and provide a goodwill gesture in the form of a credit to C's gas account.

1.30

C advises they received a bill advising they were in credit because the meter had been read on the wrong tariff. C queried this and it became clear that the original tariff C was on was the correct one and so should not be in credit. C has queried this for a number of months but is still awaiting a correct bill. C also complains of poor customer service. The supplier advises that it is trying to issue C with a correct bill and compensation is yet to be discussed with C.

The Ombudsman found that the supplier had incorrectly billed C and required that it update C on a weekly basis advising when an accurate bill would be issued. There was also evidence of unanswered letters and a delay in responding to C. The supplier was required to apologise for these shortfalls and award a gesture of goodwill in recognition of this.

1.31

C complained that after a capped rate agreement ended the account was charged too highly in the interim period before a new agreement was arranged. The Supplier explained that as no new arrangement had been made the account returned to its Standard Tariff. This was accepted and therefore no criticism was made of The Supplier. Issues were also raised in relation to the customer service provided by The Supplier but these were also found to be unfounded.

No further action was required of The Supplier in this case.

1.32

C received final accounts from Supplier based on estimated readings. C did not receive accurate final accounts until several months later. C disputed these final accounts and Supplier provided mis-information and chased C for payment when it said it would not.

The Ombudsman was of the opinion that the final bills were correct but that there was a shortfall in customer service. The Ombudsman required Supplier to credit C's final bill, apologise and, once final payment is made, to write C to confirm that his accounts are closed with a zero balance.

1.33

C transferred to a new supplier. Several months later, C received a final bill from the previous Supplier. C disputed the bill, but the Supplier maintained the charges as correct. C remained unhappy with its response. The Supplier implemented its collection procedure and the account was passed to a debt collection agency.

The Supplier disputed the final reading supplied by C's new Supplier. The two suppliers could not reach agreement, so the previous Supplier produced an estimated bill based on an estimated reading it considered was in line with C's previous usage. The Ombudsman considered it had correctly queried the final meter reading, which, if used, would have produced a large debit balance, as the reading was not in line with previous readings on the account. The Supplier confirmed that as a gesture of goodwill, it had now withdrawn the final bill and closed the account. The Ombudsman considered the action taken by the Supplier to be reasonable. However, it was required to send a letter of apology for the delay in replying to C's letters and to confirm C's credit rating had not been affected.

5.0 Billing - Inaccurate Invoices

5.1

C contacted SP about incorrect gas and electric bills. C provided SP with the correct meter readings, but the information provided was ignored. This led SP to chase C for payment of much higher amounts than were due. C complained to SP in writing, but SP failed to take the required actions and did not respond to C's letter of complaint.

The Ombudsman concluded that SP had failed to address C's concerns and complaint. Therefore, SP was required to revise C's accounts, ensure any adverse information was removed from C's credit file, apply a goodwill credit to C's account and send a letter of apology for any shortfall in customer service and for any stress and inconvenience caused.

6.0 Billing - Inaccurate Meter Reading

6.1

C contacted supplier as it had incorrect details of its need to see the number. Despite numerous contacts from C the supplier did not amend the meter details within an appropriate timescale. The supplier advised the Ombudsman's office that it was now in position to amend the details.

The Ombudsman was of the opinion that C received a shortfall in service level from the supplier since the supplier did not take effective ownership to deal with the matter. The Ombudsman required the supplier to provide C with an apology for poor service levels and in recognition provide a goodwill payment, to ensure the Bill was accurate to reflect actual meter readings, offer a payment plan taking into account C's ability to pay and to arrange for the meter details to be amended.

6.2

C received large bill from the Supplier due to an incorrect meter readings. C continued to dispute bill without resolution. The Supplier changed the meter but then failed to bill C to the correct final meter reading. The Supplier admitted that in error incorrect meter readings had been used. It confirmed that it had now sent C an amended bill which showed that the account was in credit.

The Ombudsman was concerned that the Supplier failed to resolve the problem for such a long period of time and this was viewed as unacceptable and constituted mismanagement of C's account. The Ombudsman required the Supplier to award a goodwill payment and to send a letter of apology and statement of the account.

6.3

C received a large final bill from the Supplier which C disputed. It was established that C's bills had been estimated for four years. C complained to the Supplier but remained unhappy with the goodwill offer made.

The Ombudsman was concerned that the Supplier had failed to read C's meter for such a long period of time or taken action to ensure that actual meter readings were provided. The Ombudsman required the Supplier to reduce the debt by 20%, award a nominal goodwill payment, arrange a 48 month payment plan and provide C with copies of all bills.

6.4

C advises they had their meter changed a few years ago but the meter reading taken at that time has not been used. This has resulted in C overpaying for a couple of years. C also complains of unanswered letters and non returned calls. The supplier advises the account has been re-billed using the actual readings.

The Ombudsman found the reading the supplier used when the meter was exchanged was incorrect. The supplier was required to recalculate the account using the correct reading. It was found that the supplier had not responded to C's letters in a timely manner. The supplier was required to apologise for the shortfall in service and award a gesture of goodwill in recognition of this.

6.5

C had a faulty gas meter with Supplier and called to have it replaced but the Supplier failed to meet the appointment. Another appointment was made but, again, the engineer did not turn up. The C says that the meter has since been replaced but C thinks the bills are too high.

The Supplier accepted that it had failed to respond to C's complaint. It advised that it had not yet changed the bill to reflect the meter change which may explain the high usage.

The Ombudsman required that the Supplier make a goodwill payment and written apology to C for the inconvenience caused. The Ombudsman also required that the Supplier update the billing system and send C a statement to reflect usage and payments so that C could reconcile the bill.

7.0 Billing - Incorrect Account Details

7.1

C complained that SP had in error billed C for another customer's usage. SP amended the bills but C was unhappy with the outstanding balance left to pay. SP reduced the balance per the code of practice for back billing and also offered a goodwill payment but C remained dissatisfied.

The Ombudsman said that although the billing error was a cause for concern that the offer made by SP was fair and reasonable. The Ombudsman noted that SP had only back billed C one year as opposed to two. The goodwill was also viewed as a reasonable award. SP required to honour its proposed reduction and goodwill and to contact C to arrange a suitable payment plan.

7.2

C complained to the Supplier that bills had not been received for a rental property. C said that the Supplier promised to issue the bills but failed to do so. C sent written complaints but the Supplier failed to respond. C noted that there had been some discrepancy in the meter numbers for the same account over a period of time. The Supplier did not address the issue because C had since switched to another supplier. However, the Supplier did offer to address any billing issues that the new supplier noted in the event that a check was carried out.

The Ombudsman was of the opinion that there had been a shortfall in service in respect of written contact with the Supplier. However, the Ombudsman accepted that the Supplier could not carry out checks on a meter at a property that it no longer supplied or billed. A goodwill payment was required in recognition of the poor customer service along with a written apology. In addition, the Ombudsman required the Supplier to issue written confirmation that any overpayments that might be identified by the new supplier would be refunded to C, although underpayments would not be requested from C.

10.0 Billing - Missing Payment

10.1

C had supply of energy with Supplier. The C changed to a new supplier and received a final bill from Supplier stating that C was in credit.

The C made numerous phone calls to recover the payment owed but the Supplier failed to make payment.

The Ombudsman required that the Supplier send C a cheque for the credit owed and also required the Supplier to make a goodwill payment and written apology for the delay in its response.

11.0 Billing - No Bill Received

11.1

C had gas service with Supplier. The Supplier put an incorrect figure on the billing system and Direct Debits were lowered. This led to a large increase in the balance. The C was also promised a re-issue of correct statements but did not receive them.

The Supplier made goodwill payments on the account but the C wanted the bill waiving.

The Ombudsman considered that the goodwill payments made by the Supplier were sufficient and required that the Supplier send the C a re-issue of previous bills as it had previously agreed to do.

11.2

C complained that the supplier provided no bill for over a year. The supplier stated this was due to a dispute with C's previous supplier.

The Ombudsman considered the necessary information could have been obtained sooner, thereby avoiding some of the delays. The supplier was required to make an apology for the poor customer service and delays, provide a goodwill payment to offset some of the arrears. It was also required to provide a bill to show the balance remaining and offer a payment plan.

11.3

C agreed to transfer supply to Supplier but failed to receive a bill for five months. This then increased C's monthly payments. C requested a goodwill payment from the Supplier. The Supplier said that there had been a delay in receiving the data from the losing provider which delayed billing the account. The Supplier said it had credited the account with a nominal goodwill payment for call and postage costs.

The Ombudsman said that the delay in obtaining the data and billing C was unacceptable and constituted a shortfall in customer service. The Ombudsman was also concerned that the Supplier failed to correctly inform C as to what was happening. The Ombudsman required the Supplier to award a further goodwill payment and send a letter of apology.

11.4

C contacted the Supplier to set up an account but an error was made and an incorrect account was set up. C made several complaints but there was a long delay before the Supplier took any action. C requested a final bill but there was a delay before the Supplier produced it. C experienced a poor level of customer service.

The Ombudsman was pleased the Supplier had taken corrective action but was concerned with the delays before any action was taken. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Supplier was required to produce a final bill. The Supplier was also required to make a goodwill payment and write a letter of apology.

13.0 Billing - Payment Method

13.1

C requested a final bill from the Supplier. C's account was in credit and they asked for this to be refunded. The Supplier stated that it had never received any meter information for C's account and was unable to bill C experienced a poor level of customer service.

The Ombudsman was concerned with the delays C had experienced as the Supplier had failed to take appropriate action in a timely manner. The Ombudsman was aware that C should have incurred some charges but the Supplier was unable to calculate this. As a goodwill gesture, the Ombudsman required the Supplier to refund the credit on C's account and write a letter of apology.

13.2

C paid their account by Direct Debit. C gave the Supplier a meter reading and then received a high bill. The Supplier had failed to advise C to increase their Direct Debit payment and the Supplier confirmed an error had occurred. The Supplier made a goodwill payment but C remained unhappy with the amount. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to inform C to increase their Direct Debit payment. The Ombudsman was of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a further nominal goodwill payment and write a letter of apology. The Supplier was also required to make a payment arrangement with C.

14.0 Billing - Quality of Customer Service

14.1

C disputed large electricity bill with the Supplier as it was caused due to a faulty time switch. C sent letters to the Supplier but received no response. The Supplier said that there had been a fault with the time switch and C had been billed for usage at the night rate. The Supplier said that it would offer a 12 month payment plan.

The Ombudsman advised that even though there was a fault with the time switch that C still remained responsible for the bill as the Supplier only maintained the equipment. Any charges incurred due to a fault remained the responsibility of C. The Ombudsman was however concerned that there was no evidence to suggest that the Supplier responded to C's complaint and this was viewed as a shortfall in customer service. The Ombudsman required the Supplier to award a nominal goodwill payment, contact C to arrange a suitable payment plan and send a letter of apology.

14.2

C complained that the supplier refused to provide a credit C had on a bill and then sent a bill with a large arrears balance outstanding. The supplier investigated and stated there had been an error in its billing of C's account. The supplier offered a goodwill payment but this was rejected by C.

The Ombudsman considered there had been an unforeseen mistake, but which represented a shortfall in customer service for C. However, the goodwill payments offered, along with a payment plan were considered adequate. The supplier was required to ensure the goodwill gestures had been completed; confirm the balance remaining; and make a full written apology for the billing errors.

34.0 Transfer - Quality of Customer Service

34.1

C complained that the supplier failed to provide a service as requested. C complained and the supplier stated that there was a technical issue which prevented the account from being set up; it was also unable to provide a time scale as to when the problem would be resolved.

The Ombudsman considered there had been a shortfall in service for C, which would not be expected to fall outside the supplier's immediate control. However, there had also been a shortfall in customer service generally with delays in responses and updates being sent to C. The supplier was required to make an apology for this and provide a goodwill gesture.

48.0 Sales - Mis-selling

48.1

C was approached by a door-step salesman who persuaded them to take a price protected electricity contract for five years. Salesman inspected meter, took the

current reading and supplier issued written contract, which C signed and returned. Supplier then supplied key for prepayment meter [PPM]. Thirteen months later C discovered that they were not receiving contracted service and complained. Supplier then claimed that it had miss-sold contract as PPM could not be put on price protected contract. It claimed that because it was guilty of miss-selling it could terminate the contract without notice or recompense.

The Ombudsman noted that miss-selling and breach of contract were beyond its remit and that these were matters that C should pursue with Trading Standards, or the courts. C wanted supplier to honour contract for its full term; however the Ombudsman noted that this was also beyond its remit. The Ombudsman agreed that the supplier's proposal to refund all the payments made under the agreed contract and to return C to original supplier as from date of transfer, and to pay for all the costs and the differences in prices, would meet the requirement of returning C to the state that existed before the contract started. The Ombudsman also directed that a goodwill payment be made because supplier's representative had handled initial complaint in an adversarial fashion, despite supplier being at fault for miss-selling.