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## **1.0 Billing**

### **1.1**

C complained about receiving a high estimated bill for the account. Supplier stated this was due to the account being billed based on estimated usage. Supplier maintained the charges, proposed a credit and 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 and apply a credit. C was expected to pay off the remainder of the outstanding balance on the account.

### **1.2**

C complained when supplier increased the Direct Debit payments. Supplier stated this was due to the account being billed based on estimated usage and. Supplier maintained the charges, applied a credit and 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.

### **1.3**

C had supply of electricity with Supplier. The C received two different bills and considered that C was being billed twice. The C made several complaints about this but received no response.

The Supplier supplied information to show that the C has two meters in C's property.

The Ombudsman considered that the charges were correct but required the Supplier to make a goodwill payment and apology to C for failing to respond to C's letters.

#### **1.4**

C complained s bills were underestimated and an arrears balance had accrued on the account because the previous estimated statements had been set too low.

It seems the main problem with this account is the fact the metering engineers was unable to gain access to the meter because of its location in a neighbouring property. There was no indication that C read the meter and despite several attempts the meter was not read for four years. The Ombudsman welcomes the Suppliers offer to reduce the balance by 10% and offer an extended payment plan.

In summary the Ombudsman required the Supplier to make appropriate arrangements to have the meter moved to a more accessible location. This work should be conducted without charge to the customer in goodwill; maintain the offer to reduce the arrears balance by 10%; maintain the offer of an extended payment plan in consideration of C's ability to pay; and to issue a formal letter of apology in recognition of the customer service issues raised and make a further goodwill gesture in acknowledgement of the customer service issues raised.

#### **1.5**

The Supplier failed to set up an account using C's correct name and contact details despite being provided with them on numerous occasions. The Supplier failed to issue C with a prepayment meter or reset the meter and keep its appointments as arranged. C experienced financial hardship and gross inconvenience due to the Supplier's mismanagement of the case.

In summary the Ombudsman required the Supplier to make a goodwill gesture in light of the customer service issues raised; make a compensation payment in accordance with the Guaranteed Standards; ensure that all payments that C made the prepayment meter since have been allocated to the account; ensure C's correct name and address are registered to the account; update the account with the new meter details effective from the meter change; and to issue a formal letter of apology, including confirmation that the above action is complete.

#### **1.6**

The Supplier failed to acknowledge that there was a fault with a meter despite replacing it with a new credit meter. C continued to dispute the consumption history and escalated the complaint. There were several instances of poor service and administration on the account and based on the information submitted for review the Ombudsman accepted that the meter was running 20% higher than historical usage.

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

## **1.7**

C disputes a large amount of charges when the property was empty and no energy consumed. The period pertained to a matter of days between tenants and C maintained that the letting agent advised the Supplier of the meter readings on the arrival and departure of the tenants. The Supplier however used an estimated start reading for this period generating a large bill for which C is liable.

In summary the Ombudsman is disappointed that the Supplier seems to have failed to act on the information provided to it by the letting agency and C and required the Supplier to recall the account from recovery action; on receipt of the tenants actual readings amend the accounts accordingly; if a balance is found to be outstanding for the period between tenants' residency then this amount should be charged to C; make a goodwill gesture in recognition of the customer service issues raised; and to Issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by this matter.

## **1.8**

The Supplier failed to update its system on a meter exchange with the new meter details and continued to bill C on the old meter. Due to a system error the Supplier failed to bill C for approximately a year. The Ombudsman considers C experienced a shortfall in customer service caused by poor administration.

In summary the Ombudsman requires the Supplier to audit the whole account to ensure that the readings and tariffs have not been mixed up and the charges generated are correct; make a goodwill gesture equivalent to the back charges generated two years ago; ensure the goodwill gesture previously awarded is reapplied to the recalculate account; maintain the offer of an extended payment plan; review the payment method in respect of C's on going consumption; and to issue a formal letter of apology for the poor administration and customer service issues raised on this case.

## **1.9**

The Supplier issued bills in addressed to a deceased customer and then instigated recovery action to the same. This was despite being advised that there was no supply in the property. Despite repeated assurances that this matter was resolved the Supplier then pursued the Occupier for payment and then C for payment of the same account. The Supplier then conducted an erroneous transfer to the account when it was found that another party was attempting to take over the non existent supply.

C and the family have experienced a shortfall in administration on this account caused by a failure to update the MPAS records and its own system. In summary the Ombudsman requires the Supplier to ensure the account is closed with an nil balance and that no further correspondence will be issued; make a goodwill gesture in light of the customer service issues raised and the inconvenience this matter has caused C and the family; send a bouquet of flowers to C by way of apology; issue a copy of the complaints Code of Practice; and to issue a formal letter of apology including an assurance that C's

credit file has not been adversely affected by its actions. This letter should include an assurance that the system records are now rectified and that no further correspondence will be sent to the family relating to the account.

### **1.10**

C disputed that the Supplier had correctly administered the account when it increased and collected a higher Direct Debit amount that C had not agreed to. On review of the case it seems the Supplier had not received one of the installments the C claims to have made.

In summary the Ombudsman required the Supplier to raise an investigation to locate the missing payments upon receipt of a copy of C's bank statement showing payment had been collected; contact C to discuss revising the payment plan schedule; make a goodwill gesture; and to issue a formal letter of apology for the customer service issues raised.

### **1.11**

C complained about receiving a high estimated bill for gas account. Supplier stated this was due to the account being billed based on estimated usage and it not updating its records. Supplier offered a goodwill credit, maintained the remainder of 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 to apply a credit to the account, 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. .

### **1.12**

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

Ombudsman decided that it would be difficult to establish start reading and directed that supplier's engineer inspect meter and time switch, attach check meter and accurately record current reading. Ombudsman directed that if the meter was shown to be accurate then the customer reading from December 2006 and current readings could

then be used to estimate starting reading. Ombudsman also directed compensation for missed appointments and goodwill for failure in fiduciary duty and poor customer service.

### **1.13**

The supplier increased its energy prices. C received a bill that had been underestimated. C later transfer to another supplier and received a final bill from the supplier. C believed this had been incorrectly estimated. C contacted the supplier to give an actual reading and the supplier agreed to send an amended bill. C failed to receive this bill and continued to complain to the supplier. C did eventually receive the bill but again disputed the amount. Most of the gas usage had been charged at the higher rate due to the underestimation of the previous bill. The supplier agreed to amend this if C provided an actual reading. C did this but no amended bill was sent. C then received a letter advising that the supplier had been unsuccessful in taking money from C's account via Direct Debit. C queried why the supplier was still trying to take money and was informed not to worry as nothing further was owed. The supplier later took the money from C's account and C requested a refund. C failed to receive the cheque until some time later however the supplier had not resolved the initial billing complaint.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to re-bill the account refunding any overpayments, offer C an apology and offer C a goodwill payment.

### **1.14**

C switched to another supplier and the Supplier issued a refund of the credit balance. The Supplier then billed C for the same amount as the refund. C disputed the balance but the Supplier explained that the refund had been an error. C claimed that the Supplier failed to respond to a letter of complaint but the Supplier provided a copy of its response for review. C also complained that the Supplier failed to issue confirmation of usage on the account, but it provided evidence that its offer to do so had been declined.

The Ombudsman noted that the initial refund had been an error. However, as it had raised C's expectations the Supplier was required to credit the account with an amount equivalent to the erroneous refund. No additional action was required of the Supplier because the Ombudsman considered that it had dealt with C's complaint appropriately.

### **1.15**

C complained that the supplier failed to send correct bills and then required Direct Debit payments to be greatly increased. C complained and the supplier made various offers to C, including reducing the arrears and offering a payment plan.

The Ombudsman considered there had been poor service for C; the offers from the supplier were appropriate, it was not required to waive the whole balance, as C had requested, but the supplier was required to extend the payment plan further.

#### **1.16**

The Supplier failed to issue a cheque refund in a timely manner despite repeatedly assuring C that it would do so. C requested the Supplier reduce the Direct Debit payment schedule but it failed to contact C to do so. The Ombudsman concludes that the delay in issuing the refund was poor customer service and administration of the account. In summary the Ombudsman requires the Supplier to make a goodwill payment to the account in recognition of the customer service issues raised and costs incurred; contact C to review the Direct Debit payment schedule; and to issue a formal letter of apology

#### **1.17**

C believed their electricity supply was with the Supplier but they continued to be billed by their previous supplier. The Supplier explained that it had never taken over the electricity supply but had taken payments from C. The Supplier refunded the payments C had made. C experienced a poor level of customer service.

Although the Ombudsman was please the Supplier had refunded C's payments, they were of the opinion that a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.

#### **1.18**

The Supplier failed to open an account for C. C only had its supply for a short period and asked for the account to be calculated and then closed. The Supplier and C agreed on the opening and closing readings but the Supplier was unable to open an account. However, C made many payments over and above the charges for the short period of supply and yet the Supplier failed to refund the overpayments.

The Ombudsman noted that for such a short period the Supplier could have carried out a manual calculation and at least confirmed C what the charges should have been. The Ombudsman considered that there had been a shortfall in service and required the Supplier to issue a refund of the overcharges based on C's monthly payments, issue an apology and also provide a final closing bill, whether manual or system generated.

#### **1.19**

C was billed on the wrong meter for several years. When supplier discovered the problem it sent C a revised bill with a large outstanding balance. When C complained supplier offered a discount which C did not accept. C complained that the bill was inaccurate and Supplier could not verify the bills accuracy. Supplier recalculated the bill

using estimates favorable to C. It also applied an adjustment which took into consideration the ERA back billing Code of Practice and offered a further goodwill gesture.

The Ombudsman was of the opinion that there were shortfalls in customer service in this case but considered Suppliers offer of resolution to be fair and reasonable.

### **1.20**

C complained that the supplier sent unexpectedly large estimated bills, without justifying them. C complained and was advised that there may be the need for an engineer's visit, as C's meter may have been faulty. C complained that this was never arranged. The supplier investigated the complaint and concluded that the meter was not faulty, but the opening reading for C was. This was a four digit number, when later ones were five digits. This would have explained the large arrears bill. C then complained of debt escalation. The supplier had threatened court action and charged C an additional cost for the notices.

The Ombudsman considered C had experienced a shortfall in customer service, for which an apology and goodwill payment were required. The supplier was required to cancel the cost of the debt escalation and confirm it had been suspended. C was recommended to provide a new meter reading in order that the supplier could recalculate C's account in full.

### **1.21**

The Supplier failed to issue a cheque refund that was due on the account for three months despite C chasing the company for action. The Supplier issued two cheque that held incorrect details causing the complaint to become protracted. The Ombudsman considers C experienced a shortfall in customer service, inconvenience and incurred costs when seeking resolution to the complaint.

In summary the Ombudsman required the Supplier to provide a small goodwill gesture in recognition of the customer service issues raised, the inconvenience caused and costs incurred; and to issue a formal letter of apology

### **1.22**

When C's account was closed they had a credit balance. Supplier advised C would have a refund cheque within a few but C not receive it several weeks. Supplier also mis-advised C that his account was in credit by more than it was.

C chased supplier several times for his refund and involved energywatch and did eventually receive a refund but was not happy with the way his complaint had been handled and sent a letter of complain and received no response and sent a further letter. Again C received no response and sent a further letter and did eventually receive a response.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. C had been mis-informed and C's expectations were not been managed correctly. The Ombudsman required supplier to apologise and send C a cheque as a goodwill gesture.

### **1.23**

C advises that they received a bill for an amount that they have already paid. C complains of unanswered letters and considers the supplier's offer of goodwill to be derisory. The supplier advises the missing payment has been located and credited to C's account. The supplier advises it has already awarded a gesture of goodwill in recognition of the problems C experienced.

The Ombudsman found that the supplier had not located the missing payment in a timely manner and had not responded to C's letters. The supplier was required to apologise for these shortfalls and award a further gesture of goodwill in recognition of them.

### **1.24**

C advises they received a large bill; it was discovered that this was because the supplier has used estimated readings for a period of six years. The supplier advises that C's account records incorrectly had them down as having a five dial meter instead of a six dial meter. The supplier advises it has already offered a payment plan to pay the outstanding balance off and offered a gesture of goodwill in recognition of the mistakes in the billing of C's account.

The Ombudsman considered the offer of the payment plan and the goodwill gesture sufficient in addressing the mistakes in the billing of C's account. However, it was found that C had not always been kept updated and had not received a response in a timely manner. The supplier was required to apologise for the shortfalls in customer service, maintain its offer of a payment plan and the goodwill gesture already offered. In addition, a further goodwill gesture was awarded in recognition of the shortfalls in customer service.

### **1.25**

C advises they received a large electricity bill. They queried this and were told that the outstanding balance was due to the supplier using estimated readings for a period of 22 months. C would like compensation to reflect the time and distress this has caused. The supplier advises it had already awarded and made further offers of compensation which have been refused.

The Ombudsman found that the credit already applied and offered was sufficient in addressing the shortfall in reassessing C's direct debits annually. However, when C received the bill some four months later an error was found with it and the account was re-billed. The inaccuracy in the initial bill C had received was considered to be a

shortfall in the service they received. The supplier was required to apologise for the shortfalls in service C had received and award a further goodwill gesture in recognition of the inaccurate bill C had received.

### **1.26**

C received a large bill as a result of supplier using estimated bills for four years. C had been providing correct readings during the period. When C complained C experienced poor customer service and the bill was calculated incorrectly again. The bill has now been calculated correctly.

The Ombudsman was of the opinion that the supplier had used estimated readings when C had supplied correct readings. The Ombudsman required supplier to recalculate C's bill using the principles of Ofgem's back-billing rule, apologise, apply a goodwill credit and offer a payment plan which takes into consideration C's ability to pay.

### **1.27**

C received a high bill from the supplier. C discovered that the readings had been underestimated for several years and only now had an actual reading been used. C explained to the supplier that readings had been taken by both C and the Data Collectors. The supplier advised that they had never been used as they did not appear to be in line with previous readings. The supplier was unwilling to reduce the outstanding balance and offered a payment plan but C was unhappy with this. C asked the supplier about the "billing code of practice" whereby you can only be back-billed for the past two years. The supplier advised that this did not apply as C had continued to receive bills. The supplier also advised C that the bills clearly showed estimated readings had been used. A goodwill payment was offered but C remained unhappy.

The Ombudsman concluded that the supplier should reduce the outstanding balance due to the delay in resolving the problem and agreed that there had been a shortfall in customer service. The suppliers was required to reduce the debt by half, issue an apology and offer a suitable payment plan taking into account C's ability to pay.

### **1.28**

C took service with Supplier. The C said that C had been guaranteed a fixed rate but the Supplier maintained that the rate was standard. The C made several complaints to Supplier but much of C's correspondence was not responded to. The Supplier did re-price some of C's bills at fixed rate but gave no explanation why it chose to do so. The Supplier advised C that the fixed rate bills would be re-priced back to standard rates.

The Ombudsman considered it likely that the C had been offered a fixed rate, though it was not possible to establish with certainty how long this was for and required that the Supplier honour the bills previously invoiced at fixed rate and provide C with a goodwill payment and written apology for its failure to respond to C's correspondence.

### **1.29**

C had dual fuel supply with Supplier. The Supplier charged the C for the incorrect meter type which led to a large bill. The C advised the Supplier of this and it sent written confirmation that the bill was incorrect and the C would be sent a revised bill.

The C continued to receive payment reminder letters for the high balance and C's correspondence was ignored by the Supplier.

The Supplier said that it had used records given to it by previous supplier and it needed to update its records.

The Ombudsman considered that, whilst the Supplier was given incorrect information, it did not amend its records when the problem was identified and the follow up of payment was incorrect and required that the Supplier amend its records and send a new bill to C as soon as possible and also required that the Supplier apply a discount for goodwill and a written apology.

### **1.30**

C complained that the Supplier had not set C's accounts up correctly. C had been complaining for 12 months without resolution. C also believed that old electricity meter had been faulty and so disputed charges. The Supplier said that in error C's account was set up at the incorrect flat. This then caused confusion. The Supplier said it was investigating the old electricity meter and proposed to check usage against current meter and amend bills accordingly.

The Ombudsman was concerned that the Supplier had failed to resolve the account problem for 12 months and this was viewed as unacceptable. The Supplier was required to ensure that C's accounts were set up and to bill C correctly, award a nominal goodwill payment, arrange a payment plan and send a letter of apology.

### **1.31**

C's Direct Debit was set too low and they incurred arrears on their account. The Supplier confirmed an error had been made and re-set the Direct Debit. C experienced a poor level of customer service.

The Ombudsman considered that a shortfall in customer service had occurred. The Ombudsman required the Supplier to make a goodwill payment and write a letter of apology. C was to remain responsible for their usage and the Supplier was required to make a payment arrangement with them.

### **1.32**

C had supply of electricity with Supplier. The Supplier used estimated bills and, when an actual reading was taken, the C claimed that the Supplier had deliberately weighted the

bill high in summer and low in winter so that it could incorporate price increases. The Supplier sent the C a deadlock letter but C considered that it contained misinformation.

The Ombudsman was satisfied that the company had billed fairly. However, the Ombudsman required that Supplier make a goodwill payment to C for misinformation in the deadlock letter.

### **1.33**

C had supply of gas with Supplier. The Supplier estimated charges for a long period, which resulted in the C receiving a large bill. The Supplier offered a discount but the C requested a further reduction of charges.

The Ombudsman considered that the reduction offered for goodwill was sufficient to address the complaint and required that the Supplier offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off.

### **1.34**

C had supply of energy with Supplier. The C gave meter readings to Supplier, but these were disregarded as they were not in line with what the Supplier expected. Eventually, the Supplier discovered that it had not accounted for a meter change that was conducted in C's property.

The Ombudsman considered that the Supplier was only seeking to charge for energy that C had consumed and required the Supplier to make a goodwill payment and written apology for failure to use the meter readings consistently, along with the requirement that the Supplier make an offer of a payment plan to C.

### **1.35**

C received a letter asking C to take an accurate note of the day and night reading on the meter. The supplier discovered that the account had been under billed for several years and that some reading has been charged at the incorrect rate. C was issued with an amended bill showing a high outstanding balance. C complained to the supplier and it agreed to credit the account however C was still not happy. The supplier also advised C that the Direct Debit payment would be increased to cover the debt. C asked the supplier for an explanation as to when the readings first went wrong but this was not received until some time later.

The Ombudsman concluded that the supplier had made errors in taking the readings and should have noticed the problem earlier. It was suggested that the supplier should apply the billing code of practice as a gesture of goodwill and clear any charge prior to two years ago. The Ombudsman required the supplier to credit the account to clear the charges prior to two years and to then reassess the Direct Debit payment accordingly

### **1.36**

SP signed C onto protected price plan, but failed to implement this on SP's billing system. C noticed increased prices on bills and wrote to SP, however SP failed to backdate correct prices to start of contract occasioning further complaint from C. SP failed to resolve C's complaint in a timely and efficient manner and Ombudsman awarded £50 goodwill payment.

Ombudsman noted that C had detected mathematical errors in one of SP's bills covering the calculation of elapsed days and addition of component charges. Ombudsman considered these errors were a cause for concern and directed SP to provide detailed explanation and assurances that similar errors in bills to other C's had been detected and cause of errors eliminated.

Price protection plan, failure to update billing system to plan, poor customer service, failure to resolve simple problem in timely and efficient manner, serious errors in bills

### **1.37**

The Supplier failed to act on actual readings as they were no in line with the estimated bills. The Supplier underestimated its billing over several years and C accrued a large arrears balance. The Ombudsman accepts that the company can issue estimated bills and acknowledges there is also on onus of responsibility for a customer to check their bills for accuracy and submit actual readings and found no reason to release C from the liability to pay for services used but considered the Supplier had failed to provide an adequate level of customer service.

In summary the Ombudsman required the Supplier to make a goodwill payment in recognition of the customer service issues raised; recall the account from recovery action; offer C an extended payment plan and to issue a formal letter of apology including an assurance C's credit file has not been adversely affected by its actions.

### **1.38**

C received bill from the Supplier due to pre-payment meter not being recalibrated for two years. C disputed the bill with the Supplier. The Supplier applied the pre-payment meter policy and removed all charges incurred prior to April 2005 and after 31 March 2007. C remained unhappy and requested that the Supplier apply the back billing code of practice.

The Ombudsman said that the reductions made to the debt were in line with the pre-payment meter policy. In this instance the back billing code of practice did not apply. The ombudsman required the Supplier to add the debt to C's meter and arrange to collect the debt at a nominal figure each week.

### **1.39**

C became concerned that a meter that was to be attached to C's property was attached to a neighbor's property. C was concerned that the billing received after that time was for C's neighbour and vice versa. The Supplier had taken steps to assure C that this was not the case but when a meter reader attended C's house to read the meter it was found that the details provided by The Supplier did not match those on C's meter. It was accepted that this would cause concern and therefore measures were required to provide C with confidence that the billing and usage were all correct. The failure by The Supplier to take such steps was considered poor customer service.

The Supplier was required to ensure that Transco is provided with the full address details for C, to contact C to confirm the details that are on C's meter, to confirm that the billing that has been delivered since the meter change has been related to the meter attached to C's property and not C's neighbours and to provide a small goodwill gesture to reflect the poor customer service reflected in this investigation. This was to be provided in the form of a credit to C's account.

#### **1.40**

C received a payment reminder from the Supplier. C complained that the Supplier had not issued a bill first. The Supplier sent a copy bill but it had chased C for payment in the meantime, threatening disconnection. C eventually received the bill and switched supplier but C felt that the bill was incorrect.

The Ombudsman noted that the Supplier had tried to resolve the complaint by issuing an apology and a goodwill credit to the account. However, it appeared that some debt collection charges had been passed on to C that the Ombudsman considered to be unwarranted. The Ombudsman also noted that the Supplier had failed to respond to C's complaint promptly. The Supplier was required to issue an additional goodwill payment to C and also to confirm that the final bill did not include any debt collection charges.

#### **1.41**

C received a final bill from the Supplier after requesting to switch to another supplier. C explained that the readings were too high and provided accurate readings. But C complained that the Supplier failed to use the new readings and chased payment of the original overestimated bill. C was not prepared to pay for a supply that had not yet been used and complained in writing to the Supplier. C did not receive responses to letters.

The Ombudsman noted that the Supplier had claimed that C's new supplier had provided inaccurate readings. However, as C had provided evidence that the new supplier was billing on lower readings this seemed to be an inaccurate reflection of the situation. The Ombudsman could not identify responses to all of C's letters or any reason for the failure to produce an accurate final bill. The Supplier was required to issue an apology for the shortfall in service, a final bill based on the correct readings provided by C, confirmation that the debt collection activity had not adversely affected C's credit file, and to issue a goodwill payment in recognition of the errors in handling the account.

#### **1.42**

C had gas service with Supplier. The Supplier changed the meter and failed to update the details. This led to C receiving a large bill.

The C called to advise Supplier but the Supplier continued to bill C and the case went to debt collection. The Supplier eventually apologised, corrected the bill and ceased debt collection activity.

The Ombudsman required that the Supplier make a goodwill payment to C for the difficulties caused.

#### **1.43**

C changed supplier. The Supplier was given a meter reading when account opened and sent the C several bills with estimated readings. When a first reading was made the reading was lower than the opening meter reading that the supplier had been given. The Supplier projected the bill to the opening of the account by calculating the C's average daily consumption.

This left C with an outstanding balance.

The Ombudsman considered the C to be liable for charges as the service had been used; however required that the Supplier offer a payment plan to spread the balance of payments.

#### **1.44**

C complained that the last bill received from Supplier was high. Supplier advised that since the bill had been underestimated for 11 months due to no meter reading being taken this was the reason for the high bill. Supplier maintained the charges.

The Ombudsman found that Supplier was within its right to maintain the bill since the Standard Licensing Condition only required Supplier as a licensee to read the meter at least once every two years. Furthermore, the Code of Practice for Accurate Bills required this. There was no justification to require Supplier to reduce the bill. On the balance of evidence C was responsible to pay Supplier the outstanding balance.

#### **1.45**

C arranged for his flat mate to take over his account. After C left the premises, his ex flatmate experienced problems and asked C to contact Supplier. C discovered that his account was still open and that there was an outstanding balance.

C asked supplier to justify the balance but it provided explanations which turned out to be wrong. It maintained that there was an outstanding balance but C was not happy with the final explanation.

The Ombudsman was of the opinion that there was an outstanding balance on the account but also felt that there had been a shortfall in customer service. The Ombudsman required Supplier to provide a full breakdown of the account, credit the account and apologise.

#### **1.46**

C's account was in credit and asked for a refund from supplier which it agreed to provide. There were several delays and C contacted supplier numerous times over a period of months to chase the refund. C made many calls to supplier and sent letters of complaint which received no response. Supplier did eventually provide the refund after several months.

The Ombudsman was of the opinion that there were shortfalls in customer service in this case and required supplier to apologise to C and provide a goodwill gesture.

#### **1.47**

The Supplier failed to investigate its accounts as promised and provide the credit refund promised in a timely manner. C actively chased the company for resolution to the complaint and despite escalation the matter remained unresolved. C was then advised that due to a lack of information on the account the credit would be cleared from the account.

The Ombudsman found this further demonstration of poor administration and a service failure. In resolution the Ombudsman required the Supplier to contact C to obtain up to date meter readings and information required to bill the account; issue an updated account statement and provide an account balance for the entire period from when the account was in credit; provide a refund by cheque if the account is found to be in credit; make a goodwill gesture in view of the costs C incurred, inconvenience experienced in relation to the customer service issues raised; and to issue a formal letter of apology including a detailed explanation of the account credits and adjustments.

#### **1.48**

The Supplier failed to update its records when the meter was changed. Despite receiving actual meter readings it billed C using estimates. The account showed that the balance was in credit therefore required C to take no action. The Supplier failed to recognise that there was a billing issue until the account was reviewed and the actual meter readings were applied. The Supplier issued a very large bill and offered a reduction in the balance in goodwill.

The Ombudsman considers that the account was not effectively administered and that C has experienced inconvenience as a result. In summary the Ombudsman requires the Supplier to increase the goodwill gesture to 50% of the outstanding balance of the

account; offer an extended payment plan taking into consideration C's ability to pay; and to issue a formal letter of apology in recognition of the customer service issues raised.

## **5.0 Billing - Inaccurate Invoices**

### **5.1**

The Supplier asked C to contact it and provide accurate meter readings. C did this and subsequently received a large bill, which showed backdated charges over a number of years. The Supplier confirmed that it had not updated its records when C's meter had been exchanged, and although it had obtained accurate meter readings, all bills issued after the meter exchange had been estimated as the meter readings it received were not in line with the information held on C's account. The supplier offered to reduce the balance as a gesture of goodwill and arrange an extended payment plan, but C was unhappy with the offer.

The supplier's failure to update its records was considered to be reflective of poor customer service. It was accepted that C was responsible for payment of the fuel used. However, as C had believed previous bills to be accurate, and had made payments in good faith, the supplier was required to send a letter of apology, confirm C's credit rating had not been affected and to cancel the previous bill and issue a new bill which only included charges for the previous year's usage and which took in to consideration the payments C had made to the account during this period.

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

### **6.1**

C complained that the pre-payment meter was not recording usage accurately. The Supplier carried out checks on the meter; replaced the meter and carried out an accuracy test on the second meter. The tests confirmed that the meter was recording usage accurately.

The Ombudsman considered that the Supplier has taken adequate steps to ensure the accuracy of the meter. It was found that there were instances of a shortfall in customer services but that C had already been compensated for this shortfall.

No further action was required from the Supplier.

### **6.2**

C disputed final bill with the Supplier due to an incorrect final meter reading. C sent letters to the Supplier and made numerous calls but received no explanation of the

revised bill received. The Supplier said that C's new supplier had provided an incorrect final meter reading. Once this was received the Supplier then billed C correctly. The Supplier admitted that it should have provided C with an explanation.

The Ombudsman said after review of the information provided that C had received poor customer service from the Supplier. The Ombudsman required the Supplier to award a nominal goodwill payment for the poor service received, to send C a letter of apology and assurance that C's credit file had not been affected.

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

### **7.1**

C complained that C's and son's account details were mixed up by the Supplier. This meant that C received son's bills and vice versa. C had complained to the Supplier and sent emails and letters without resolution. The Supplier confirmed that in error C's details had inadvertently been attached to son's account. The Supplier said that this had been rectified.

The Ombudsman was concerned that the Supplier caused the account error and also failed to resolve the problem for ten months. This was viewed as unacceptable and constituted mismanagement of the account. The Ombudsman was also concerned with the service shortfalls C had received. The Ombudsman required the Supplier to award a nominal goodwill payment, provide C with a statement of account and to send a further letter of apology.

### **7.2**

C complained that the Supplier billed C incorrectly. The Supplier sent bills addressed incorrectly and the bills also charged for the incorrect meters. C sent a letter to the Supplier but remained dissatisfied with the response and lack of resolution. The Supplier admitted that an error occurred as C's flat was mixed up with another flat in the same building.

The Ombudsman said that the delay in the Supplier resolving the problem for approximately eight months was viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to resolve the billing problems by confirming the correct meter details with C. The Supplier was also required to send C amended bills, award a nominal goodwill payment and send a letter of apology.

### **7.3**

C complained that the Supplier was billing C incorrectly for both gas and electricity. C called the Supplier and sent numerous letters and emails without response or resolution.

The Supplier failed to provide the Ombudsman with a case file and so its views could not be taken into account.

The Ombudsman said that after review of the evidence provided it was clear that the Supplier had been billing C incorrectly. The Ombudsman was concerned that there was no evidence to suggest that the Supplier had attempted to resolve the billing problems for 12 months and this was viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to obtain the correct meter details and to bill C correctly. The Supplier was also required to provide C with a complete breakdown of the account and award a nominal goodwill payment.

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

### **11.1**

C complained that the supplier failed to bill them correctly, sending bills that charged for a neighbour's consumption. C complained and was advised that the issue would be resolved and that a refund was due. Owing to more problems, C cancelled the Direct Debit payments. When the refund arrived it was for less than C expected.

The Ombudsman considered there had been a shortfall in customer service for C, but that the account errors had been resolved. The supplier was required to make an apology and provide a goodwill payment. It was also required to assure C that the account was now correct.

## **13.0 Billing - Payment Method**

### **13.1**

C requested for their Direct Debit to be reduced. The Supplier incorrectly cancelled the Direct Debit and C was chased for payment. C experienced a poor level of customer service and cancelled their account. C incurred an early termination fee and complained to the Supplier. The Supplier maintained the early termination fee but offered C a small goodwill payment.

The Ombudsman considered a shortfall in customer service had occurred when the Supplier cancelled C's Direct Debit in error. The Ombudsman considered that C should remain responsible for the early termination fee but required the Supplier to increase its goodwill payment. The Supplier was also required to write a letter of apology.

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

### **14.1**

C contacted the Supplier and asked for the account to be closed. The Supplier agreed to issue a cheque in respect of the final credit balance on the account. C did not receive the cheque. C contacted the Supplier to complain. A refund was issued, but C did not receive it. C sent a letter, but did not receive a reply. C sent a further letter and the refund was reissued. However, C requested compensation for the delay. The Supplier made a payment as a gesture of goodwill, but C was unhappy with the amount given and asked for additional compensation. The Supplier did not consider a further goodwill payment was warranted.

The Ombudsman noted there had been a delay in the Supplier issuing C's refund cheque and in it responding to C's letters. This was considered to be reflective of a shortfall in customer service. The Supplier's goodwill payment was deemed to be reasonable in consideration of the costs C may have incurred trying to resolve the complaint. However, a small, additional goodwill gesture was required in acknowledgement of the shortfall in customer service C had experienced.

### **14.2**

C received large bill from the Supplier which C disputed. C said that previously all gas charges for a previous complaint had been removed. C complained to the Supplier but remained dissatisfied with its response. The Supplier said it had not agreed to remove all gas charges on C's account. The Supplier had agreed to amend the start reading and this was billed to C. However an error then occurred which caused all charges to be removed. Once this error was realised the Supplier re-billed C for usage, which C disputed. The Supplier then agreed to bill from a higher start reading as a resolution.

The Ombudsman reviewed the case and advised that C remained responsible to pay for energy used. The Ombudsman therefore viewed the amended bill with the high start reading as an acceptable resolution. The ombudsman was however concerned with the stress and inconvenience caused to C and required the Supplier to award a goodwill payment and arrange a payment plan.

### **14.3**

C had supply of gas and electricity with Supplier. The C supplied several actual readings but the Supplier estimated usage for a long period and a large balance resulted. The Supplier offered a goodwill payment but the C rejected this.

The Ombudsman required that the SP increase the goodwill payment and make a written apology to C for the inconvenience caused and considered that the goodwill previously offered did not fully reflect the facts of the case.

## **25.0 Transfer - Incorrect Action Taken**

## **25.1**

C requested transfer to Supplier but C complained that Supplier failed to transfer the correct supply. C received bills from Supplier which C disputed. C sent letters to Supplier but received no response. The Supplier said it had transferred the incorrect supply. Supplier said it had removed all bills.

The Ombudsman was concerned that the Supplier failed to realise its error for over a year and also failed to respond to C's letters. The Ombudsman required the Supplier to award a goodwill payment and send C a letter of apology.

## **26.0 Transfer - Incorrect Billing**

### **26.1**

C's electricity supply transferred to another supplier but the Supplier failed to close the account. The Supplier continued to take payments from C's bank account. C contacted the Supplier to cancel the account and ask for a refund. The Supplier failed to respond initially, but later issued a refund of overpayments.

The Ombudsman noted that although the Supplier had refunded overpayments and closed the account, it had not responded to the complaint about customer service. The Supplier was required to issue written confirmation of the closed account, provide the final bill, and issue a cheque payment as a gesture of goodwill for the shortfall in customer service.

## **47.0 Sales - Incorrect Account Details**

### **47.1**

C asked to change from a prepayment to a credit meter. The Supplier told C it would need to investigate an apparent credit balance on the account before a meter exchange could occur, but did not do this. C contacted the Supplier several times, but no action was taken to investigate the account. Eventually, the Supplier agreed to exchange the meter, but did not reply to queries C raised about the process or its investigation in to his prepayment account.

The Ombudsman considered the Supplier's delay in investigating C's account and arranging for the meter exchange to be reflective of a shortfall in customer service. However, the Ombudsman was satisfied that the large credit balance on the account did not take recent usage into consideration. The Supplier was required to make a payment as a gesture of goodwill, send a letter of apology, provide a refund of the final credit balance on the account, issue a final statement, ensure the appropriate records were

updated to reflect the meter exchange and confirm in writing to C that all the required actions had been completed.