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1.0 Billing

1.1

C contacted the supplier asking to set up both electricity and gas accounts. C later discovered that the gas account had not been set up. C contacted the supplier who advised that C was not with the supplier for gas. C later found this advice to be incorrect and C continued to complain to the supplier. The supplier did agree to reduce the bill when the account was set up. The supplier failed to respond to C's many letters. A response was eventually sent advising the problem had been caused by a delay in setting up the previous occupants account and no time scale could be given. C was concerned that when the bill was received it would show a large outstanding balance.

The Ombudsman concluded that C had experienced a shortfall in customer service and required the supplier to, write to C with an apology and confirm that C had no account with the Supplier and that no charges would be due.

1.2

C complained that the Supplier billed for a period of supply prior to C moving into the billed property. C complained to the Supplier and the Supplier assured C that the bills would be cancelled. The Supplier failed to cancel the bills on several occasions and chased payment of the balance. C received debt collection letters and threats of disconnection. On contacting the Supplier again C found that the bills had not been cancelled. However, the Supplier believed that the meters had been crossed with another property and considered that it did not supply gas for C.

The Ombudsman was of the opinion that the Supplier had failed to investigate the problem appropriately which had caused confusion for both parties. It appeared that the Supplier did not supply CD and that any bills were inappropriate. The Ombudsman required the Supplier to issue an apology, confirmation of the outcome of the investigation into the supplier of C's gas, to provide advice if the Supplier was found not to be the supplier of gas to C, to confirm that C's credit file had not been adversely affected by this matter, and to issue a goodwill payment to C for the inconvenience caused.

1.3

The Supplier failed to update C's meter exchange details accurately and issued incorrect bills using another customer's consumption. The Supplier delayed for nine months in correcting this mistake and caused C inconvenience and to incur costs. The Ombudsman acknowledges the Supplier has apologised and issued a goodwill credit to the account in recognition of its delay however the Ombudsman considered that a further award is justified.

The Ombudsman concludes the Supplier failed to provide an adequate level of administration and customer service in the handling of this account. In summary the Supplier is required to make a goodwill gesture in recognition of the customer service issues raised, the inconvenience experienced and contact costs incurred.

1.4

The Supplier failed to update its system with a meter exchange in a timely manner. C repeatedly provided the new meter details yet the Supplier continued to issue bills based on the old meter. The Supplier eventually resolved the problem and issued C a bill with a reduction in goodwill.

In summary the Ombudsman required the Supplier to make an additional goodwill credit to the account; audit the account to ensure that all payments received by the company since the meter exchange date are credited to the account with the new meter details; offer a payment plan considering C's ability to pay; and to issue a formal letter of apology.

1.5

C complained about the meter having a standing charge and asked Supplier to change the meter. Supplier agreed to do this but C refused. C asked Supplier to provide payments under the Guaranteed Standards Scheme. Supplier offered payments, but C disputed the amount.

The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition provide a goodwill payment for the failures in the Guaranteed Standards; and to allow Supplier access to the property to reset the meter so that the correct rate could be applied. Once this was done any outstanding amount was to be refunded.

1.6

Supplier transferred C's account to a new billing system. C later received inaccurate bills from Supplier. At first supplier advised C that the high amount was due to the Direct Debits being set too low. However, Supplier later discovered this was untrue and adjusted the account accordingly. C disagreed with the balance.

The Ombudsman acknowledged that confusion was caused by the transfer of C's account to a new billing system, but was of the opinion that the account had been corrected. The Ombudsman noted that C experienced a shortfall in service levels from supplier due to the adjustment credit being applied late. Whilst it was accepted that during this period C experienced undue inconvenience and incurred costs the goodwill gesture awarded in this case was to be proportionate to the nature of the complaint and circumstances. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment. C was expected to pay supplier any outstanding balance on the account in the normal manner.

1.7

C claimed that supplier offered capped prices until 2010 a few years ago. The supplier advised this could not be the case as this offer was not marketed around that time and only came into force two years later.

The Ombudsman required no further action from the supplier since there was no evidence that C was misadvised and furthermore the offer only came into existence two years after C's contract date.

1.8

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

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

1.9

C moved house and provided the supplier with a final meter reading. The supplier issued a final bill, based on an estimated reading, for which it received payment by Direct Debit. The Supplier cancelled the Direct Debit, but subsequently issued another final bill, based on the final reading C had provided. It sent the bill to an incorrect address. As no payment was received, the supplier passed the account to a debt collection agency. C received demands for payment and contacted the supplier, which maintained the charges.

The supplier's failure to issue a final bill based on C's reading at the time, and its cancellation of the Direct Debit prior to sending out an accurate final bill were considered to be reflective of poor customer service. It was also noted that due to an administrative error, C had never received the accurate final bill and was unaware that any charges remained outstanding. The supplier was required to cancel the outstanding charges, confirm C's credit rating had not been affected and make a payment as a gesture of goodwill.

1.10

C agreed to stay with the supplier after asking to transfer the supply away. There was a problem with the meter readings and as such in setting up the account. The supplier failed to take any payment for the gas used. C continued to raise this issue of the Direct Debit payment with the supplier and C was made promised that it was set up correctly. It was not until several months later that C was advised that the Direct Debit was not set up. The supplier did eventually resolve the problem but C was not happy that this was resolved. C did not feel that they should be liable for the entire outstanding balance and C was not happy no apology had been made. C was later advised by the supplier to cancel the Direct Debit as C was not happy with the increased amount being taken to cover the outstanding debt. The supplier continued to try and take payment.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to issue an apology, credit the account with a goodwill payment to reflect the shortfall in customer service and set up a new Direct Debit agreeing a monthly payment amount.

1.11

The Supplier failed to provide compensation in a timely manner for two missed appointments for many months despite C's requests. It was determined that a further award was required because the Supplier had failed to issue the original award in accordance with its Guaranteed Standards of Service. C claimed the Supplier owed him a credit balance at the time of the meter exchange. However, the credit was found to be owed to the previous occupant and not to C. It was apparent that C incurred costs when seeking resolution to the complaint and this matter was acknowledged. In summary the Ombudsman requires the Supplier to make a goodwill gesture, that includes the additional payment for failing to pay the compensation; issue a formal letter of apology; and to provide a statement of account;

1.12

C was unhappy when their Direct Debit increased and complained of poor customer service. The Supplier advises that C had their Direct Debit increased in line with their usage and advises it has already apologised and awarded a gesture of goodwill.

The Ombudsman found the Supplier had acted responsibly by reassessing C's Direct Debit payments and considered the apology and gesture of goodwill sufficient in addressing the customer service issues raised. However, the Ombudsman found a bill sent to C advised of goodwill compensation which in fact had been monies C had paid for usage. The Supplier was required to apologise for any misunderstanding that had arisen from this.

1.13

SP failed to administer the account effectively and collected DD amounts that were not formerly agreed with C. SP failed to recalculate the account when asked and provided a refund in error. SP failed to provide an adequate level of customer service on this account.

In summary the Ombudsman requires SP to recalculate the account based on the actual readings and ensure that all credits are applied to the account before it makes refund adjustments. SP is to make a goodwill credit and remove all late payment charges, to offer a payment plan and allow C to transfer to another service provider.

1.14

C received low bills from Supplier for several years and contacted Supplier to advise that felt the bills were too low but was assured that they were correct. C continued to do this on receipt of every quarterly bill. Supplier realised that it had under billed C and sent a revised bill. C disputed this. Supplier offered a small goodwill gesture.

The Ombudsman was of the opinion that C had done all they could to inform Supplier that C felt the bills were incorrect and required the Supplier to recalculate C's bill taking into consideration the principles of the back billing rule.

1.15

Supplier incorrectly updated its records to show that C's meter had been exchanged. This resulted in C being billed in correctly. C received a large bill that they disputed but supplier did not identify the problem for some time. Supplier sent threatening letters and disconnection notices to C.

C complained to energywatch and after the complaint was escalated the problem was identified but the threatening letters kept arriving. Supplier eventually correctly the problem and sent C a bill which showed that C was in fact in credit.

The Ombudsman was of the opinion that C had suffered a shortfall in customer service and required Supplier to apologise, confirm the status of C's account and apply a credit as a goodwill gesture.

1.16

C had a debt on a prepayment meter and contacted supplier to ask if the debt was paid off. Supplier advised that the debt was paid off and arranged for C's meter to be changed for a credit meter. C received a bill from Supplier for an alleged debt left on the prepayment meter. C disputed this and complained to Supplier.

Supplier provided C with incorrect information until it established the correct level of the debt by assessing the meter. C disputed the alleged debt.

The Ombudsman was of the opinion that C did still have an outstanding debt with supplier but that there had been mis-information provided by supplier. The Ombudsman required Supplier to credit C's account with a generous percentage of the debt, send a letter of apology and agree a payment plan with C taking into consideration C's ability to pay.

1.17

C received a large bill which was the result of the supplier using estimated readings for a period of four years instead of the ones provided by the meter reader. C has requested a reduction of 50% in the bill. The supplier acknowledges its error but considers the award offered to be sufficient in addressing this.

The Ombudsman found that under The Energy Retail Association's (ERA) Code of Practice for Accurate Billing states that as of 1 July 2006, where no bills have been issued at all for a period of two years or more, a customer can only be back billed for two years. The supplier had not breached this code but it was found that through no fault of C's they had incurred a large bill due to the supplier's error. The supplier was required to back bill C for a period of two years only taking into account the spirit of the code as a gesture of goodwill. It was also required to apologise for any distress and inconvenience this had caused C.

1.18

C received bills at the correct address but showing that it related to a different address. C challenged this and after investigation it was established that the billing was correct as it related to the correct meter serial number but that there had been an error in that an incorrect address had been shown against C's address. This was found to be poor customer service. The Supplier offered a package as compensation to C which was refused. This offer was considered appropriate and was required of The Supplier again.

The Supplier was required to provide a letter of apology in relation to the poor customer service experienced, credit C's account with a goodwill gesture and to allow repayment to be made over an extended period.

1.19

C complained that the supplier informed them that it could not account for a payment C had made, but then contradicted this advice twice. C complained but the supplier demanded payment. C was unable to provide absolute proof that the payment in cash had been made, but wanted the debt cleared. The supplier then offered to reduce the debt in recognition of poor customer service and suggested a payment plan.

The Ombudsman decided that as there was no proof of payment C should remain liable for the balance of the debt. The goodwill gesture and payment plan were considered generous.

1.20

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

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

1.21

C felt their gas bills were too high and switched from a prepayment meter to a credit meter in the hope that the bills would reduce, they bills remained high and C contacted Supplier to ask it for a breakdown of the usage. It provided a breakdown but C remained dissatisfied. It provided a more detailed breakdown but C remained dissatisfied.

In its final letter to C, Supplier mentioned a problem with missing payments on C's electricity account. C had not discussed these problems with Supplier.

C has not paid a gas bill for several months. Supplier agreed to spread payments for the outstanding balance over several months.

The Ombudsman was of the opinion that C had been billed correctly for the gas usage and that Supplier had handled C's complaint correctly. The Ombudsman required Supplier to send C a full meter reading history for the old and new meters, agreed a payment plan which takes into account C's ability to pay, sends C literature about energy efficiency and contacts C to discuss the missing payments on C's energy account.

1.22

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

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

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

1.23

C had supply of gas with Supplier. The meter was changed and the Supplier did not have a confirmed read from the old meter. The Supplier estimated the charges on the average consumption used on the new meter. The C disputed these charges.

The Ombudsman required that a credit be placed on the account to err on the side of the C.

1.24

The supplier was unable to set up C's account due to a delay in transferring data between the Meter Operators. C was not informed of this when first transferring the supply and it was some time later before C was aware of the cause of the problem. C continued to complain to the supplier asking for the account to be set up and for a bill to be issued. C made numerous calls and letters were sent to the supplier. The supplier did eventually resolve the problem many months later.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to issue a letter of apology and credit the account with a goodwill payment for the shortfall in customer service.

1.25

The Supplier failed to bill C for a period when the meter had been changed to a credit meter. The reason for this failure was the company failed to update its records therefore C incurred a large arrears balance. The Ombudsman considers the Supplier failed in its duty to issue bills and administer the account in an appropriate manner. In summary the Ombudsman required the Supplier to maintain the offer to reduce the balance in goodwill; make an additional goodwill gesture in light of the service failure on the account; and to consider extending the payment plan taking into account C's ability to pay.

1.26

C complained that no discount was applied to the account when C transferred to the Supplier. C made a number of calls and wrote to the Supplier on four occasions about the promised discount. Although the Supplier had not provided a case-file it was evident from C's supporting evidence that C contacted the Supplier about this matter on a number of occasions and asked energywatch to provide C with help.

The Ombudsman noted that C received various demand notices from the Supplier despite the contacts with it to amend the account. On the balance of probabilities there was no reason to doubt C had received poor service levels. The Ombudsman required the Supplier to provide an apology for poor customer service levels and in recognition provide a goodwill payment and to provide an explanation why it took so long to credit C's account with the discount.

1.27

C provided their supplier with a meter reading and it was discovered that C had been billed incorrectly for six years. The bills had been based on a 4 dial meter instead of a 5 dial meter. This meant the readings taken but meter readers were not used and C's bills were based on estimated readings. The supplier advises it has already offered C a goodwill gesture in recognition of the shortfall in service C received and offered a payment plan.

The Ombudsman found that the supplier's failure to provide C with an accurate bill was a shortfall in the service they had received but considered C had to accept some responsibility. Had C checked their bills they would have seen that the bills were based on estimated readings rather than actual ones which do not always present a true portrayal of a customer's usage. The Ombudsman required the supplier to apologise for the service shortfall and any inconvenience this may have caused and maintain its offer of the goodwill gesture and the payment plan.

1.28

C received an invoice showing an unexpectedly high outstanding balance and the supplier then advised that the Direct Debit payment would be significantly increased to cover this debt. C queried this with the supplier and the supplier informed C that the account had been incorrectly billed for several years. The reason for this was that the time switch on C's economy 7 meter has stopped working and therefore all usage has been charged at the cheaper night rate. C complained to the supplier and it was agreed that the balance could be paid back over a period of several years, this as later increased however C was still not happy.

The Ombudsman concluded that whilst the billing code of practice regarding back billing did not apply, as a goodwill gesture this should be applied therefore making C liable only for charges incurred over the past two years. The Ombudsman required the supplier to credit C's account for the backdated charges more than two years old and to offer a suitable payment plan to allow C to pay the outstanding balance.

1.29

The Supplier issued several bills with different charges pertaining to the same period. C paid one of the balances on the account however disputes the outstanding arrears balance. It seems the balance was caused by the Supplier underestimating its accounts for over a year.

In resolution the Ombudsman requires the Supplier to contact C to discuss the ways of testing the accuracy of the meter, and make the appropriate arrangements as agreed with the customer; refill the account to C's reads; issue an up to date bill using actual readings; ensure credit allowance is applied to the account; issue a payment card; make

a goodwill gesture to cover the inconvenience and any expenses C incurred when seeking resolution; and to issue a letter of apology.

1.30

C's meter readings were transposed and they had been undercharged for some time. The Supplier made a goodwill offer which C rejected. C experienced a poor level of customer service. The Supplier offered C a payment plan.

The Ombudsman considered that a shortfall in customer service had occurred due to the Supplier's error in billing C. Therefore, the Ombudsman required the Supplier to apply the Billing Code as a gesture of goodwill. The Supplier was also required to write a letter of apology and arrange a payment plan with C.

1.31

C complained to the supplier for being placed on the high tariff. The supplier promised to place C on the correct tariff, but encountered problems. C was eventually placed on the correct tariff, the supplier apologised and refunded the difference in charges. C claimed compensation, but the supplier refused.

The Ombudsman was of the opinion that C received a shortfall in service levels and required the supplier to provide C with a goodwill payment as recognition of this.

5.0 Billing - Inaccurate Invoices

5.1

C complained that the supplier sent an incorrect bill and delayed in providing a correct one. C complained to the supplier, requesting compensation. The supplier looked into C's complaint and offered an apology and a goodwill payment. C rejected this as insufficient.

The Ombudsman considered there had been an error, but that the supplier had taken adequate steps to rectify the error and C was not otherwise financially disadvantaged. However, the supplier was required to provide written assurance that it has calculated the arrears correctly, as C had doubted this.

5.2

C complained that the supplier sent a very large arrears bill. C complained and the supplier stated it was due to estimated readings being used. The supplier reviewed the account, accepted the explanation from C, recalculated C's bill and offered to waive a large proportion of the balance.

The Ombudsman considered the offer from the supplier was appropriate, but required an addition goodwill payment in recognition of the general poor customer service and for C's expenses. As the supplier had already apologised in writing it was not recommended to do so again.

6.0 Billing - Inaccurate Meter Reading

6.1

C received an unexpectedly high bill and found that the day and night meter readings had been twisted. C contacted the Supplier to complain but the readings remained the wrong way round. C also considered the tariff to be incorrect.

The Ombudsman accepted that C's meter readings may have been twisted. It was also noted that C had received incorrect advice about the tariff and it was considered that C had received an unsatisfactory level of customer care. The Supplier was required to make a small payment as a gesture of goodwill, arrange for C's meter to be read so that the readings could be verified and for a corrected bill to be issued, based on the correct tariff. If it was found C had overpaid, the Supplier was required to issue a refund to C.

6.2

SP failed to read a C's meter in the previous two years despite its attempts to do so. SP invited C to provide readings but did not receive any information. C complained about SP's billing system however commercial decisions are not within the Ombudsman's remit for investigation. The Ombudsman noted a shortfall in customer service however considers SP provided a goodwill gesture in acknowledgement.

In summary the Ombudsman requires SP to ensure that an actual meter reading is made; and arrange a payment plan with C taking into account C's ability to pay.

6.3

The Supplier failed to use actual readings on an account over a five year period as they were not in line with its estimated readings. As a result on the issue of a final bill the Supplier added its undercharges to the account. C complained the Supplier had calculated the bill based on current readings instead of the appropriate prices at the time. The Supplier recalculated the entire bill based on pre price rise rates of 2004 in goodwill. The Ombudsman notes that the debt collection agency sent C a letter despite the Supplier's request for a hold to be placed on the activity. The Supplier apologised for this administrative error by letter.

The Ombudsman concludes the account has been poorly administered and there was evidence of a shortfall in customer service at times on this case however, accepts the

Supplier has provided financial redress in light of its errors. In summary the Ombudsman requires the Supplier to issue a formal letter of apology in light of the customer service issues raised and maintain the offer of an extended payment plan taking into account C's ability to pay.

6.4

C received a refund from the Supplier after receipt of final bill. C then received a bill from the Supplier for the refund amount. C complained to the Supplier but remained unhappy with its response. The Supplier advised that C had raised a dispute with the final meter reading and so in error it refunded C with the account credit prior to calculating the final bill amount. The Supplier advised it had credited C with a nominal goodwill payment.

The Ombudsman said that the Supplier's error in applying the refund had caused confusion and distress to C. The Ombudsman required the Supplier to credit the remaining balance with a further goodwill payment and to ensure that C's credit file was not affected.

7.0 Billing - Incorrect Account Details

7.1

C disputed large bill from the Supplier. The Supplier offered a reduction but C remained dissatisfied. The Supplier said that it had not been updated with C's new meter details for a period of eight months. Once it was realised that the wrong details were held it billed C for the correct meter. The Supplier offered a 20% reduction and a payment plan but C declined.

The Ombudsman said that after review of the information provided the Supplier had done nothing wrong and could not be blamed for the meter operator not sending the new meter details. The Ombudsman viewed the proposed reduction and the payment plan as a reasonable award in the circumstances.

8.0 Billing - Lack of Information

8.1

C complained that the supplier sent a large arrears bill, but could not justify how it had come about. C complained but the supplier wanted the arrears to be paid.

The Ombudsman reviewed the evidence but found the evidence provided by the supplier did not specify how or exactly when the arrears had accrued. As all arrears were over two years ago the supplier was required to waive all arrears charges for C.

11.0 Billing - No Bill Received

11.1

C received a large bill from the Supplier but prior to this C had received no bills for two years. C was also paying another supplier for electricity. C disputed the bill and it was established that the Supplier was C's supplier. The Supplier offered a 20% reduction of the bill but C remained dissatisfied. The Supplier said that the 20% reduction was viewed as a reasonable.

The Ombudsman agreed that the 20% reduction was reasonable in recognition of not billing C for two years. The Ombudsman was however concerned with poor customer service received and so required the Supplier to award a goodwill payment in recognition and credit this to the account.

11.2

C complained to the supplier about its failure to produce a gas or electricity bill. The supplier advised that this was due to some details failing to be transferred.

It was concluded that there had been avoidable delays with the supplier's remedial action, with C failing to receive an adequate level of customer service.

In resolution the supplier was required to send a letter of apology, ensure all necessary remedial action was completed, send out accurate gas and electricity bills, and make a goodwill credit to both accounts.

11.3

C moved into a new build property but ten months later complains that the Supplier has failed to set up accounts for the gas and electricity supplies. C complained to the Supplier and also sent a letter via energywatch but received no response or resolution. The Supplier said it needed to obtain certain meter information to determine if it was the supplier to C's property.

The Ombudsman was concerned that for ten months there was no evidence to suggest that the Supplier had investigated the problem or attempted to resolve. This was viewed as unacceptable and constituted poor customer service. The Ombudsman required the Supplier to obtain the relevant details and bill C. The Supplier was also required to keep C informed on a weekly basis and to award a goodwill payment.

11.4

C complained that the supplier failed to provide a bill for many months. The supplier stated that it was not able to do so, which is why it froze C's account. The supplier offered C a goodwill payment for this and an apology.

The Ombudsman considered the situation with C's account and the suspension of Direct Debits could have been explained to C much sooner thereby avoiding possible unexpected debt. The supplier was required to make an apology for the shortfall on customer service and to provide an additional goodwill payment.

11.5

C received a large bill which was challenged on the basis that it started before C was at the property. When the amended bill was received it was wrongly addressed and when a correctly addressed bill was sent it had risen considerably from that last sent to C. This was due to a faulty meter. Matters were corrected. It was found that there had been poor customer service and an explanation was given as to the problems with the meter and the impact of the fault.

The Supplier was required to provide a letter of apology for the poor customer service experienced; provide a goodwill gesture. This was to be demonstrated by The Supplier and was to include an originally offered amount if it had not already been provided and discuss the affordability of a proposed payment plan that had been offered. If further time was required to make full payment The Supplier should extend the period allowed.

11.6

C had not received an electricity bill from the Supplier since service transferred. C called the Supplier and sent letters of complaint but received no response or resolution. The Supplier said that it had not received all data flows to set up the account. It was pursuing these details and would then bill C and only back bill for one year.

The Ombudsman was concerned that the Supplier had not resolved this problem within an acceptable time period or kept C informed. The Ombudsman required the Supplier to only back bill C for one year, keep C updated on a weekly basis, award a nominal goodwill payment and send a letter of apology.

14.0 Billing - Quality of Customer Service

14.1

C received a large bill from the Supplier and it was confirmed that for four years the meter readings for day and night had been transposed. The Supplier offered C a 10% reduction but C remained dissatisfied.

The Ombudsman was concerned that the Supplier had billed C incorrectly for four years and this was viewed as unacceptable and constituted poor customer service. In recognition of this the Ombudsman required the Supplier to award a goodwill payment and to arrange a four year payment plan with C.

14.2

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

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

14.3

C requested a change of name as spouse had died. C received final bills but no further contact from the Supplier. C sent numerous letters but received no response or resolution. One year later C received correct bills but the Direct Debit was not set up.

The Ombudsman said that C had received poor customer service from the Supplier. The Supplier failed to set up the accounts for one year without explanation and also failed to respond to C's letters. The Ombudsman required the Supplier to award a goodwill payment, arrange a 12 month payment plan, and provide a full breakdown of the account and a letter of apology.

21.0 Transfer

21.1

C had supply of gas and electricity by Supplier. C was transferred to another supplier without permission, C asked to be put back the original Supplier, which the Supplier agreed to do.

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

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

21.2

C discovered that payments had not been taken by Supplier. This left C in a debt situation. C complained as Supplier had provided poor service. Supplier apologised and advised the payment arrears were due to an erroneous transfer.

Whilst the Ombudsman accepted Supplier was not at fault for the erroneous transfer I was considered that Supplier should have followed the Erroneous Transfer Customer Charter as a matter of good practice and provided C with an option to pay via a payment plan in accordance with its Licensing Condition 35. The Ombudsman required Supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment.

Supplier was recommended to follow the Erroneous Transfer Customer Charter as a matter of good practice; and offer future customer's payment plans where appropriate in accordance with Condition 35 of its Licensing Conditions.

21.3

C contacted Supplier and asked why it had objected to the transfer of C's electricity supply to another supplier as there was a prepayment meter. Supplier initially objected incorrectly on grounds that there was an outstanding debt. Supplier apologised to C and advised it would not raise any further objections. However, C later discovered that Supplier had objected again. Supplier apologised, gave C further assurance it would not object and offered a goodwill payment.

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

25.0 Transfer - Incorrect Action Taken

25.1

C complained that the supplier failed to set up an account properly and failed to close it when C requested, after mix ups and poor customer service. The supplier investigated and agreed that there had been poor service for C. It offered a goodwill payment and apologised.

The Ombudsman considered the apology was warranted, but the goodwill payment had to be increased as it did not recognise the various aspects of C's complaint adequately, which took many months to resolve.

34.0 Transfer - Quality of Customer Service

34.1

C discovered that supplier had taken over C's electricity supply without permission. When C contacted Supplier arrangements were made to return C back to the previous supplier, but this was not done. Supplier apologised and promised to resolve the situation.

The Ombudsman was of the opinion that the supplier had not followed the Erroneous Transfer Customer Charter by writing to C within a certain timeframe. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; and if possible to make arrangements for the gas supply to be transferred back to the previous supplier. If this could not be carried out then supplier was required to provide a written explanation of how C could return back to the previous supplier and why it couldn't progress the transfer on C's behalf.

43.0 Sales

43.1

C says it contacted its supplier to discuss the new tariff as the old one was about to expire. C says was advised they could stay on old tariff and wants this upheld. C also wants compensation for inconvenience and postal costs incurred. The supplier advises it cannot prove what C was advised however C had a new contract started and so any advice pertaining to this would be null and void. Also the supplier has offered a goodwill gesture in light of any confusion that has arisen from this.

The Ombudsman required the supplier to retain its offer of goodwill but did not require it to offer a reduced tariff to C as this related to a null and void agreement.

45.0 Sales - Erroneous Transfer

45.1

C complained that the supplier failed to handle their account appropriately when there was an erroneous transfer. C also complained that their Direct Debit payments were to be increased more than they would like. The supplier stated that they were not responsible for the transfer and had done all it could to regain and rectify C's account. It stated that the Direct Debits were adjusted because C's previous payments were insufficient; however, it offered to waive those missed when the erroneous transfer was being completed.

The Ombudsman considered there had been no significant shortfall in customer service, but that a contribution towards C's expenses was appropriate.

45.2

C discovered that supplier had taken over C's gas supply without permission. When C contacted Supplier arrangements were made to return C back to the previous supplier, but this was not done. Supplier apologised, provided compensation, but asked C to contact the previous supplier to re-register.

The Ombudsman was of the opinion that the supplier had not followed the Erroneous Transfer Customer Charter by writing to C within a certain timeframe. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment; and if possible to make arrangements for the gas supply to be transferred back to the previous supplier. If this could not be carried out then supplier was required to provide a written explanation of how C could return back to the previous supplier and why it couldn't progress the transfer on C's behalf.