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1.0 Billing

1.1

The Supplier failed to issue an accurate final bill to C despite noting a disparity in the meter readings. The Supplier failed to take ownership of the account and it was found that the new supplier had only transferred one meter. It was agreed that the Supplier would close its account therefore required C's serial numbers and relevant reads. In the interim the Supplier passed the incorrect bill for recovery action causing further inconvenience to C.

The Ombudsman concludes the Supplier failed to provide an adequate level of customer service and administration of this account. In summary the Ombudsman requires the Supplier to revise the account accordingly on receipt of C's information; make a goodwill gesture in recognition of the customer service issues raised; recall the account from recovery action and to place a hold on the account until it is revised; maintain the revised balance on the account but offer C a payment plan; and to issue a formal letter of apology including an assurance that Mr. Savage's credit history has not been affected by its actions.

1.2

The Supplier failed to transfer the gas and electricity accounts into C's name in a timely manner. It failed to update its records of a meter exchange and issue a bill taking into account the change. Despite C actively chasing the company for a bill and providing meter readings the company failed to progress this account. The Ombudsman considers the delays on this case unacceptable and the Supplier failed to effectively administer the account causing C inconvenience.

In summary the Ombudsman requires the Supplier to ensure that any credit refund due to C's estate have been made; update the gas meter exchange records; obtain accurate readings and issue a up to date gas bill; attach the electric meter to the account and obtain accurate readings; issue an up to date electricity bill; make a goodwill gesture in recognition of the customer service issues raised; offer C an extended payment plan for debit balances, that considers C's ability to pay; and to issue a formal letter of apology.

1.3

C's meter was exchanged, but a fault was identified, and the meter was replaced. The Meter Operator failed to record that the faulty meter had been removed, so two meters were recorded against C's account. The supplier was aware this information was incorrect, but was unable to update C's account until the Meter Operator provided the correct meter information. As a result, it was unable to issue C with an up to date bill. C complained and was unhappy with the time taken to obtain the correct meter

information. The supplier offered to apply a credit as a gesture of goodwill, but C was unhappy with the offer.

It was acknowledged that the supplier was not responsible for the errors made by the Meter Operator. However, the available information suggested it did not take reasonable steps to keep C informed about progress being made to obtain correct meter information and this was deemed to be reflective of a shortfall in customer service. Nevertheless, the supplier's offer to apply a credit as a gesture of goodwill was considered reasonable. Therefore, it was required to send a letter of apology, apply a credit as a gesture of goodwill, provide C with the opportunity to arrange a payment plan and to send an accurate bill, as it was noted the correct meter information had now been received.

1.4

C contacted the Supplier in reference to having not received a bill for some period of time, upon contacting the company C was advised that no Direct Debit payments had been received for several months. It was found that the Supplier had issued quarterly bills however C had not received them. It delayed in providing copies of the original bills sent. The DD had been cancelled by the payer however the company delayed in sending C a payment card and resetting the payment schedule. The Ombudsman found several instances of poor administration and customer service.

In summary the Ombudsman required the Supplier to ensure that C has a copies of the missing bills and ensure the billing problem is rectified so that all future bills are issued in a timely manner; review the Direct Debit schedule to include on going consumption as wells as a contribution towards the arrears. Offer an extended payment plan for the arrears balance. The company must consider C's ability to meet the monthly payment and make a further goodwill gesture in recognition of the continued delays in setting up the Direct Debit and providing copies of the bills; and to issue a formal letter of apology in acknowledging the customer service issues raised on this case.

1.5

C disputed an estimated bill. The supplier agreed to take a meter reading, but the reading it took was incorrect and resulted in C's account showing an erroneous credit balance. When a subsequent reading was taken, it was noted that there was a discrepancy in the readings. A further reading was taken, the account re-billed and C received a bill which showed a large debit balance on the account. As C had been told the account was in credit, C disputed the accuracy of the meter. The Supplier installed a check meter, which showed the fixed meter was recording usage correctly.

The Supplier's failure to re-issue a correct bill, or query the incorrect readings it received was considered to be reflective of a shortfall in customer service. However, the Ombudsman was satisfied C's meter was accurate. The Supplier was required to offer energy efficiency advice, apply a credit as a gesture of goodwill and provide C with the opportunity to arrange a payment plan.

1.6

C's supply was erroneously transferred. C asked for the supply to be transferred back to the previous supplier, but before this occurred, C's meter was exchanged. C's previous supplier was informed of the exchange. C's supply transferred back to the Supplier, but C received a bill for charges based on the old meter, not the new meter. C contacted the Supplier, but there was a delay in it updating the meter information on the account and although C's bill had been wrong, the account was passed for debt collection. C complained and a correct bill was eventually produced. The Supplier provided C with the opportunity to arrange a payment plan and offered a credit as a gesture of goodwill. C was unhappy with the offer.

The Supplier's failure to update its records and issue a correct bill was considered to be reflective of poor customer service. Its offer of a payment plan was considered to be reasonable, but the Ombudsman considered the credit offered as a gesture of goodwill should be increased. The Supplier was required to maintain its offer of a payment plan and apply a credit as a gesture of goodwill.

1.7

C had a meter replaced at which time the new meter reading showed considerable usage but The Supplier took the opening balance to be nil. Accordingly, the bill that was next delivered to C was incorrect as billing was included for these units that had not been used. C complained. Supplier did eventually correct the balance but slow in doing so. This was considered poor customer service.

Supplier was required to provide a letter of apology; demonstrate how much had been billed to C's account and compare that with how much should have been billed if the account had been managed properly, ensure that after clearing the balance ensure that C had benefited by at least a specified amount and to provide an assurance that no damage had been suffered by C's credit history or if it had correct this.

1.8

C was owed a large refund of the credit on the account when they moved house. It took several months for Supplier to provide the credit despite it giving C assurances on a number of occasions that a cheque would be received within 14 days. C eventually received the cheque.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to explain the delay to C, apologise and make a goodwill payment.

1.9

C requested an exchange of meter from quantum to credit. This was refused as there was an outstanding balance on the account. It was discovered that the meter had not

updated the tariff rates applied to the account even though signals had been sent to it by The Supplier in order to update the tariffs. The Supplier offered to allow the meter exchange even though there was an outstanding balance, to provide a goodwill gesture and allow the debt to be spread over a period of time. This was considered appropriate. It was also noted that The Supplier had failed to provide call backs when promised and this was considered poor customer service.

The Supplier was required to arrange the exchange of C's meter from a quantum meter to a credit meter, to provide a goodwill gesture, to contact C to arrange an affordable payment plan and confirm it in writing and provide a letter of apology in relation to the poor customer service experienced.

1.10

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

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

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

1.11

C was sent a final electricity statement which was incorrect because Supplier had not been informed about a meter change. Supplier sent an updated bill with a higher balance but C was not happy to pay it as C had already paid what they considered the final bill. C complained and Supplier offered a credit as a goodwill gesture. C remained unhappy and a deadlock letter was issued.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case and required Supplier to maintain its offer which was considered fair and reasonable.

1.12

C paid a bill to supplier and it acknowledged payment. Supplier billed C again for the same amount. C complained to supplier and it admitted its mistake but did not put things right. C was chased for payment of the alleged debt by supplier despite it admitting its mistake. The supplier agreed to credit the account with the disputed amount and apologise.

The Ombudsman was of the opinion that the supplier's offer, in this case, was inadequate as there was a shortfall in customer service. The Ombudsman required the supplier to apply a goodwill credit to C's account to reflect the shortfall in customer service.

1.13

C complained after inaccurate billing was experienced. There was cross metering taking place with C's property and another. This was considered poor customer service as was Suppliers failure to address the situation despite complaints made by C and by a consumer watchdog organisation.

The Supplier was required to provide a letter of apology for the poor customer service experienced in both applying incorrect account details to C's account and then in failing to correct this in a reasonable period; to confirm that it has applied a goodwill gesture to C's account and the terms of the payment plan that had been agreed; to confirm that the records had been amended to show the correct address for the Meter Point Reference Number and to confirm that upon clearing the account balance C could cancel this account and transfer to another supplier of choice.

1.14

C's usage dramatically increased for one quarter and C received a large bill. C felt that there may have been a fault with the meter but the meter was tested and shown to be working correctly.

The Ombudsman was of the opinion that the outstanding balance was correct and required no further action from Supplier.

1.15

One of C's relatives passed away and although C was not an executor C did have some dealings with the supplier. The supplier addressed the bills incorrectly to C rather than the executors. The bills were also based upon estimates. C's solicitor wrote to the supplier on several occasions giving the correct reading, asking for the credit on the account to be sent to the executors and advising that the bills were incorrectly addressed. The Supplier failed to respond to these letters and C received threats of disconnection and legal action. When C's solicitor did finally receive a response it failed to address all of the issues raised and the solicitor continued to complain. The supplier eventually issued the credit some time later.

The Ombudsman concluded that there has been a shortfall in customer service levels and required the supplier to write to C to apologise for the delay in issuing the credit and for the failure to response to the letters, to ensure that the credit had been sent and to offer C a goodwill payment for the inconvenience caused.

1.16

C complained that the salesperson advised that the consumption of both fuels would be checked every 12 months. C was also told that at the end of 12 months C would receive a bonus for having a dual fuel account and if payments were to be made by Direct Debit. However, C later found that the Direct Debits increased without C's consent and C was left with a large outstanding balance for the gas account. Whilst C's comments about the manner in which the energy was sold were appreciated the alleged mis-selling aspect could not be investigated since this type of complaint was not handled by the Energy Supply Ombudsman as this fell outside the Ombudsman's Terms of Reference. Nevertheless, the billing matter and customer service issues were examined.

The Ombudsman found that due to certain call backs not being made there was evidence of a shortfall in service levels. The Ombudsman required SP to provide an apology for poor customer service levels and in recognition provide goodwill payment; to provide its previous goodwill credit as a goodwill gesture; to contact C and agree an amount for the Direct Debit payments and to regularly review this to ensure the payments cover C's usage and to allow C to rejoin the Budget Scheme so that the Dual Fuel Direct Debit Discount could be fully re-instated. C was expected to pay the outstanding balance on the account.

1.17

C advises they received a large electricity bill which they dispute and complain of poor service. The Supplier advises the bills are due to 11 months of readings based on inaccurate meter details. The Supplier advises this has been rectified and C has been offered a payment plan to pay the remainder off and offered a gesture of goodwill.

The Ombudsman found C's billing errors had been rectified but considered C had experienced a service shortfall in being issued bills based on inaccurate meter details. It was also found this had taken an unduly length of time to resolve. The supplier was required to maintain its offer of a payment plan, its goodwill gesture and award a further gesture of goodwill reflective of the time taken to resolve.

1.18

C complains of a delay in receiving a home visit to check the energy efficiency of their appliances. C also complains of poor customer service. The Supplier acknowledges there was a delay in providing the home visit and corrective action has been taken in regards to the level of service offered.

The Ombudsman required the supplier to apologise for customer service shortfalls and awarded a goodwill gesture.

1.19

The Supplier transferred C's services despite being unable to support the meter with an appropriate tariff. The company issued inaccurate bills ignoring C's readings and then passed the account for recovery action despite it being in dispute and receiving payment from C. In resolution the Supplier agreed to transfer the account back to the previous supplier as an erroneous transfer and refund all payments made to the account. The Supplier made a small goodwill gesture for out of pocket expenses. The Ombudsman concluded C experienced a shortfall in customer service over a protracted period.

In summary the Ombudsman required the Supplier to return the account to the previous supplier as an erroneous transfer; ensure that all payments received from C are refunded by cheque; make an additional goodwill gesture payable by cheque for the customer service issues raised; and to issue a formal letter of apology confirming C's account is closed with a nil balance and that C's credit history has not been adversely affected by its actions.

1.20

The Supplier failed to set up an electric account and issue its first bill for over 14 months. The company found errors in its billing and revised the account on several occasions. In goodwill the company reset the estimated start reading in C's favor. Due to an erroneous transfer request the services were returned to C's provision without C's knowledge then switched back to the other supplier. This caused C confusion as C had not been informed of this action.

In summary the Ombudsman required the Supplier to ensure that any benefits for being a dual fuel customer have been applied to the original one bill account; review the second account had any benefits for being a dual fuel customer applied to it; make an additional goodwill gesture to the account in recognition of the inconvenience, delays, errors, poor administration, and costs C incurred when seeking resolution to this complaint; offer C an extended payment plan considering C's ability to pay; and to issue a formal letter of apology including an assurance C's credit file has not been adversely affected by its actions.

1.21

C has a prepayment meter, but the Supplier sent a bill to C. C disputed the charges, but the Supplier failed to respond and continued to pursue C for payment.

The Supplier agreed C had a prepayment meter. It agreed to clear the balance and refund any payments C had made against it.

1.22

The Supplier estimated the account and C complained it unfairly proportioned the usage at the time of the higher price rate. On examination of the account the Ombudsman concurred with C's view using the average daily usage between actual reads as a guide.

The Ombudsman considered C experienced a shortfall in administration and customer service in the management of the account and complaint.

In summary the Ombudsman required the Supplier to revise the bill revise to an estimated figure based on the average units a day consumption to the price changes; recalculate the bill using the appropriate tariff; ensure the goodwill gesture previously awarded is applied to the revised account; make a further goodwill gesture in recognition of C's out of pocket expenses and inconvenience; once the account has been amended then the Supplier is to offer C a payment plan; and to issue a letter of apology including a detailed explanation of the revised accounts and a statement showing the revised estimated reads.

1.23

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 cheques 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

1.24

C moved into a property and shortly after, transferred from the deemed supplier to a new supplier. C's original supplier sent a final statement, which C disputed as there was a prepayment meter at the property. C also received a bill addressed to the Occupier, which showed a large debit balance.

C's supply subsequently returned to the original supplier and C received a further statement which showed a debit balance. C continued to dispute the charges. C wrote to the Supplier several times, but did not receive a response.

The Ombudsman considered the Supplier's failure to prevent statements for charges incurred by the previous occupant at the property being sent to C to be reflective of poor customer service. It was also noted that the Supplier had not replied to C's letters and it was considered this had unnecessarily delayed resolution of the complaint. However, it was noted the Supplier had now taken action to prevent further statements for the previous tenant being sent to C and that it had responded to C's final letter of complaint. The Supplier was required to make a payment as a gesture of goodwill in consideration of the customer service shortfall.

1.25

C received a bill showing a large outstanding balance. C queried this with the Supplier and was advised that the bills had been underestimated for several years and therefore C had not paid a sufficient amount to cover the actual usage. SP advised C that the charges would remain and that the Billing Code of Practice did not apply in these circumstances. This states that if the Supplier is at fault and a bill is not issued, then it cannot back bill the customer for more than one year as of 1 July 2007. SP advised C that bills had been issued and that it had attempted to take readings but that on many occasions, no access could be gained. C disputed this advising that readings had been taken and not used and that there was always someone on site to provide access. SP later confirmed with the meter operator that there was an issue with the location and the address details of the property. SP confirmed that readings had been taken and not used as they were not in line with the usage. SP offered C a reduction in the bill but C remained unhappy with this offer.

The Ombudsman concluded that there had been a shortfall in customer service and agreed that the Billing Code of Practice should be applied. The Ombudsman required the Supplier to issue an apology, clear any previously unbilled charges prior to one year, credit the account with a goodwill payment for the shortfall in customer service and offer a suitable payment plan taking into account C's ability to pay.

1.26

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; re bill 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.

1.27

The Supplier set up two accounts under C's name in error. It then closed the account that C had made payment on and delayed in providing a refund. Due to non payment of the second account the Supplier passed the account for recovery action and disconnection of the services, despite of C's complaint. The Supplier failed to provide an adequate level of customer service in the handling of this complaint and missed opportunities to resolve the matter.

In summary the Ombudsman requires the Supplier to make a goodwill credit to the account in light of the costs incurred and the inconvenience caused; and to issue a formal letter of apology acknowledgement of the customer service issues raised including an assurance that C's credit history has not been adversely affected by its actions.

1.28

The Supplier failed to set up a new account for C and bill the account for over a year. C provided accurate readings and chased the Supplier for action however the case became protracted. The Supplier failed to set up the account properly and activate it so to produce bills. The Ombudsman notes the Supplier has applied the back billing Code of Practice in resolution to the complaint but requires the following action.

The Supplier is to ensure the account is now set up correctly and issuing bills on a quarterly basis; make a goodwill credit in light of the service failures, inconvenience experienced and costs C incurred; obtain an actual reading and issue a statement of account showing all the credits applied and the charges generated up to date; offer C a payment plan and to issue a formal letter of apology acknowledging the customer service issues highlighted.

1.29

C was transferring away from the supplier and asked for a final bill. The supplier failed to issue this for several months. During this time C was given conflicting information as to what was owed. The issue related to an ongoing issue with the failure to update the records after C's meter was changed. Letters were sent to the supplier but no response was received. The supplier did eventually correct the account and the credit on the account was paid into C's bank account.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to issue an apology and offer a goodwill payment to reflect the shortfall in customer service.

1.30

C did not receive any bills from the Supplier for some time after transferring the gas supply. C then received notification from the previous supplier that it had taken the supply back in error. C contacted the Supplier and it was agreed that it would take the supply back and that C would be billed continuously. There was a delay taking the supply back and it was agreed between C and the Supplier, that the supply would remain with the previous supplier and all previous Direct Debit payments were returned to C. C later received a final bill however it contained incorrect information and was based on estimated readings. C complained to the Supplier. The Supplier contacted the previous supplier and an agreement over the final meter reading was reached and the account was amended. C was still not happy with this amended statement. The Supplier agreed to offer a credit to reduce the outstanding balance further.

The Ombudsman concluded that there had been a shortfall in customer service but that the charges were reasonable. The Ombudsman required the Supplier to issue an apology, provide a breakdown of how the outstanding balance had been calculated, and

offer a suitable payment plan taking into account C's ability to pay and to offer a further credit to reflect the shortfall in customer service.

1.31

C had a gas supply with Supplier. C thought that gas bills were excessive and complained to Supplier but got no response. C closed the account but Supplier pursued payment from C.

The Ombudsman accepted that C had used the gas that Supplier was charging for and required that the Supplier make a goodwill payment and apology to C for failing to respond to C's correspondence.

1.32

C had electricity with Supplier. C's usage was underestimated over a long period. The Supplier billed C to its estimated readings, which led to C being charged higher for recent periods at higher prices.

The Ombudsman required that Supplier calculate C's usage between actual readings and apportion the energy charges equally over the period to account for price changes.

1.33

C had supply of electricity with Supplier. The C received a bill, but a replacement bill arrived for a higher amount. The C disputed the bill as C did not understand the charges. C made contact with Supplier, who promised call-backs that were not made.

The Supplier stated that the charges increased due to a meter exchange that had not been initially taken into account.

The Ombudsman was satisfied that the Supplier had charged correctly. The Ombudsman required that the Supplier offer C a payment plan and make a goodwill payment and written apology to C for the missed call-backs.

1.34

C had gas service with Supplier. The Supplier changed the meter but did not update the billing records which led to a prolonged period of underestimated bills and a large outstanding balance. C questioned the accuracy of the meter and paid to have it tested.

The Supplier made a payment on to C's account along with an apology but the C remained unhappy with the charges.

The Ombudsman was satisfied that the billing was accurate and that the reduction applied was sufficient. It did require the Supplier refund the meter test charge that C had incurred.

1.35

C moved into the property but failed to receive a gas bill. Several months later C contacted the electric supplier asking it to supply gas and C began paying for this by Direct Debit. C later received a bill from the supplier. C discovered that the supplier did not have the same meter reference number as that listed on the meter. C tried to resolve this but the supplier failed to respond to C's letter and no action was taken. C was left unsure who was supplying the property as C had been given conflicting information by various third parties. The supplier did agree that no investigation it has carried out had gone deep enough into the problem.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier: to issue an apology, to maintain its offer to find out who had been supplying gas for the longest, and withdrawing to leave only one supplier, to place the account on hold during this investigation, if any money was owed after this then to offer a suitable payment plan and to issue a goodwill payment to reflect the delays and the shortfall in customer service.

1.36

C was chased for a debt by a collections agency. The Supplier confirmed that an error had occurred and C did not owe the money. However, C continued to be chased for payment. The Supplier explained that an error had occurred with the property and the plot number which related to the MPAN. C experienced a poor level of customer service. The Supplier made a goodwill offer which C declined.

The Ombudsman considered the error that had occurred was not entirely due to the Supplier but also the builder not registering the correct information. However, it was without doubt that C had experienced a poor level of customer service and been chased for a debt they did not owe. The Supplier was required to increase its goodwill offer and write a letter of apology.

1.37

C's bills were based on estimated readings for four years. Supplier took readings during that period and attempted to verify the readings with C. C did not provide the verification that was requested. When an actual reading was used C received a bill with a large outstanding balance. C complained to Supplier and it offered a generous credit to C's account. C remained dissatisfied and the case reached deadlock.

The Ombudsman was of the opinion that the bill was a correct reflection of the gas C had used but not paid for. There had been a customer service shortfall and the

Ombudsman required Supplier to maintain its offer to credit the account and offer C a payment plan.

1.38

C complained that the supplier confirmed that a large credit was due. This was confirmed in writing but later rescinded. C complained but the supplier stated the arrears that had been recalculated were due. The supplier did however, correct the account and offer a goodwill payment.

The Ombudsman considered that C had experienced poor customer service. An apology was required for this, but the goodwill credit already suggested was considered generous; no further credit adjustments were required.

1.39

C was advised that there was credit on an account after asking for a credit meter. It was established that in fact both the gas and electricity accounts were in debit due to insufficient payments being made by C. This was not C's fault as The Supplier had misunderstood which type of meter was being used by C. Request was made by C for a credit meter which could not be met as there was a debt outstanding. The Supplier had previously offered a payment plan and this was considered appropriate.

The Supplier was required to contact C to arrange a payment plan that was affordable to C. If necessary this payment plan should be allowed to be spread over an extended period.

After the debt on the accounts had been cleared The Supplier was to then consider installing a credit meter if the appropriate credit tests were passed successfully.

1.40

C switched suppliers and was promised they would receive £40 after being with it for three months. C never received this. C is also disputing the start reading the Supplier used. The Supplier advises that the £40 is credited after C being a customer for 12 months not three. The Supplier advises the start reading has been corrected but C has transferred away and a final gas reading is required.

The Ombudsman found that the offer of £40 was payable after three months and not 12; the Supplier was required to pay this to C. It was found that the Supplier had correctly amended the start reading but was required to arrange a single point of contact that C could give a final gas reading to. In recognition of the fact C had made numerous calls and written to the Supplier in an attempt to receive the £40 credit the Supplier was required to make a gesture of goodwill for any phone/postal costs C had incurred as a result of this. The Supplier was also required to apologise for any inconvenience this matter had caused.

1.41

C advises that they received an electricity bill for a large amount. It emerged that when C had moved in even though C had provided the supplier with a start reading this was not used. Instead an estimated reading was used which was under estimated. This error was spotted a year later and a bill was produced taking into consideration past usage. The supplier acknowledges that C has experienced a shortfall in not receiving an accurate bill but advises it has already reduced the outstanding balance as a gesture of goodwill.

The Ombudsman found that although the supplier had failed to spot that C's bills were under estimated C had not contacted the supplier to provide any readings. It was found that C's letters had not been answered in a timely manner and there were discrepancies in them. The supplier was required to apologise for the shortfall in customer service and award a further gesture of goodwill in recognition of them.

1.42

C complained to the supplier when a bill was received for a period that the property was empty. The bill was amended but C continued to dispute the amount. C later tried to transfer the account to another supplier but the transfer did not take place. SP informed C that there was a problem with the Meter Point Reference. It later transpired that the reference was correct but the address details were incorrect. This was amended however C was still unable to transfer due to an outstanding balance on the account. C contacted the supplier and was advised how much to pay. Despite this C still found that there was an outstanding balance. It appeared that there had been some confusion as to whether payments were made for the gas or the electricity account.

The Ombudsman concluded that there had been a shortfall in customer service and required the supplier to apologise to C, confirm what payments had been received on both accounts and if and when nothing further was owed allow C to transfer to another supplier and to offer a goodwill payment for the shortfall in customer service.

1.43

C advises that they have been overcharged on their gas and electricity bills and wants any overpayment refunded. C also complains of unanswered letters and conflicting information. The supplier advises that C had been correctly charged and C's account is in debit due to their Direct Debit not covering their usage.

The Ombudsman found that C had been advised in a letter they were in credit only to receive a bill showing a debit. The supplier was required to provide C with a calculation how the debit had been arrived at and provide C with a single point of contact for any queries C had regarding this matter. It was also found that the supplier had not replied to all of C's letters. The supplier was required to apologise for the shortfalls in customer service C had received and award a gesture of goodwill in recognition of this.

1.44

The C had energy supply from Supplier. When a large balance arose on the account, the C set up a payment plan with Supplier. The Supplier agreed to stop the debt recovery process.

However, the C received threats from a debt collection agency.

The Supplier made a goodwill payment to C to address this but the C required further compensation.

The Ombudsman considered that the goodwill payment made by the Supplier was sufficient to address the matter and required that the Supplier make a written apology to the C.

1.45

C had supply of gas with Supplier. The C received high bills and made numerous complaints but charges were maintained. After a period, it transpired that the company was charging for an imperial meter when the C was using a metric meter.

The SP offered a goodwill payment but C declined, requesting a greater sum

The Ombudsman considered that the goodwill proposed was sufficient in this case and required the company to reinstate its offer of a goodwill payment and to send C a written apology.

1.46

C's account was opened with an estimated reading and an accurate reading was not used for several years. C did provide one accurate reading during the period but Supplier failed to use it. When an accurate reading was used, C received a bill for a large outstanding balance. Supplier recalculated this bill after taking note of C's average daily usage and re-estimating the opening reading. This reduced the outstanding balance considerably, and SP offered a further reduction as a goodwill gesture.

C was receiving bills throughout the period and had the opportunity to contact Supplier to advise that the bills were estimated.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case but considered Supplier's offer of resolution fair and reasonable and required it to maintain the offer.

1.47

C contacted supplier and advised it that they couldn't find their meter. It advised that it would send a meter reader but did not. Supplier sent C several bills and disconnection

notices. C found the meter several weeks later and contacted supplier with a reading and paid the bill that was sent. C decided to leave supplier because of the problem but rather than close the account it set up a new one using incorrect meter details. C contacted Supplier several times to try and get it to correct the situation but it failed to respond to the complaint.

C involved energywatch and eventually Supplier did respond to the complaint. It closed the incorrect account with a zero balance and closed the correct account to the meter reader provided by the new supplier.

The Ombudsman was of the opinion that the complaint was now resolved but considered C to have suffered a shortfall in customer service. The Ombudsman required Supplier to apologise and send C a goodwill payment.

1.48

Supplier billed C on the wrong tariff for a number of years. C's bills reflected the readings they had given supplier so was unaware that the bills were being calculated incorrectly. Supplier re-billed C and a large outstanding balance was created. Supplier offered a payment plan to pay off the outstanding debt.

The Ombudsman was of the opinion that C did not have an opportunity to query the bills as correct readings had been used and the bills appeared correct. The Ombudsman required supplier to not bill C for the period 2 years prior to the first correct bill being issued. This is in accordance with the principles of the back billing code of practice.

1.49

C advises they are receiving debt collection letters for the previous occupant. C would like this resolved and an apology for the distress this has caused. The supplier advises that it has checked its systems and the debt refers to a flat in the building C lives in and that its records are amended.

The Ombudsman found that C was still receiving debt collection letters sent to their address rather than the flat the supplier advises they related to. It was required the supplier ensured its records were corrected, this was confirmed in writing and an apology was offered to C. In addition, the supplier was required to make a goodwill gesture due to the amount of time this had taken to resolve which was considered a shortfall in the service C had received.

1.50

C advises they changed suppliers and received their final bill which showed a credit; they received a cheque for this. A few months later C received another bill showing a debit. C would like this wavered as considers this bill incorrect. The supplier advises the original bill showing a credit was issued against incorrect meter readings and the

second bill is the correct one. The supplier advises the outstanding amount has already been reduced as a goodwill gesture.

The Ombudsman found that the second bill issued by supplier was correct but considered C had experienced a shortfall in service in being sent an inaccurate first bill. The Ombudsman considered C should remain responsible for paying the outstanding balance. The supplier was required to apologise for the shortfalls in customer service and for any inconvenience this matter had caused.

1.51

C complained that the supplier sent a very large arrears bill. C complained and the supplier stated it was due to an incorrect meter exchange reading being used. The supplier would not accept for many months that there had been no change of meter for C and wanted C to settle a new but reduced bill. C complained again but the supplier failed to respond until C lodged a complaint with energywatch and their MP. The supplier only then revisited the account, accepted the explanation from C, recalculated C's bill and offered to waive 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.

1.52

C advises they had their meter read regularly but was contacted by their supplier and asked to provide readings. C then received a large fuel bill. The supplier advises although it had been reading C's meter the readings had not been used because they did not correspond with the estimated readings that had been used. The supplier advises it has offered C a payment plan to pay the outstanding balance off.

The Ombudsman found that C had been receiving inaccurate estimated bills even though actual readings had been taken. It was found that the supplier had taken over three and a half years to spot this error and this was considered to be a shortfall in the service C had experienced. The supplier was required to maintain its offer of a payment plan, apologise and award a gesture of goodwill in recognition of this shortfall.

1.53

C advises they had their meter changed and since 2005 had received incorrect bills. C also complains of unanswered letters. The supplier advises there was an error with the billing of the account but this has been rectified. It acknowledges poor customer service and advises it has already awarded a gesture of goodwill in recognition of this.

The Ombudsman found the account had been corrected but C had not been provided with an explanation of how why the error occurred it had been recalculated. The

supplier was required to provide an explanation and a statement of account showing its calculations. It was found that the supplier had not responded to all of C's letters. The supplier was required to apologise and award a further gesture of goodwill in recognition of the length of time it took to correct C's account.

1.54

C disputed payment made to SP on a pre payment meter. C added that the Credit Rating would be affected. SP contacted C and resolved the issue by offering a goodwill gesture remedy.

This case was deemed a PICC.

5.0 Billing - Inaccurate Invoices

5.1

C received a large bill for backdated charges. The Supplier confirmed previous bills had been estimated and that although it had asked C to provide a meter reading, C had not done so. The Supplier applied a small credit to the account as a goodwill gesture, and offered C an extended payment plan, but C was unhappy with the offer.

The Ombudsman considered C had a responsibility to check estimated bills, and that C could have supplied a meter reading. However, there was no evidence to show the Supplier had ever arranged for a Meter Operator to visit C's property to obtain a reading. Therefore, the Ombudsman considered the Code of Practice for Accurate Bills applied, and that backdated charges over two years old should be withdrawn. The Ombudsman considered the Supplier's failure to apply the Code to be reflective of a shortfall in customer service. The Supplier was required to make a further payment as a gesture of goodwill, withdraw backdated charges more than two years old from the balance and offer C an extended payment plan.

6.0 Billing - Inaccurate Meter Reading

6.1

C received a bill and contacted the Supplier to say they had a three rate meter but had been billed on a two rate meter. C contacted the Supplier several times but the Supplier failed to correct the error. After a long delay the Supplier corrected the error. C received a large bill, which they disputed. The Supplier made a goodwill offer. C experienced a poor level of customer service.

The Ombudsman was concerned that the Supplier had failed to take appropriate action when the error was first brought to its attention. The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to increase its goodwill payment, write a letter of apology and make a payment arrangement with C.

6.2

C complained to the supplier about the bills and reminders received following their gas supply being transferred to another provider. This was reviewed by the supplier, and it acknowledged that incorrect MSN and MPRN details were being held. It advised C this matter would be resolved, but the bills continued to be received and no action was taken. C brought this matter to the attention of the Ombudsman, at which point the supplier proposed to take action to correct this matter.

It was welcomed that the supplier was going to fully investigate this matter and ensure a recalculation of the bills was made. However, it was concluded that such action should have been taken prior to a complaint being received, with the information suggesting avoidable delays and poor customer service has been received. In resolution it was proposed that the supplier should send a letter of apology, conduct a full review of the account by visiting the property to clarify the relevant MSN, MPRN and address details. The supplier was then to provide written confirmation of any errors which have occurred, ensure the account was corrected and refund any credit then due. The supplier was also required to make a further goodwill credit to the account in full consideration of the problems experienced, as well as ensuring any adverse credit information was removed and providing written confirmation of all action taken.

6.3

C provided meter readings. The Supplier arranged for C's meter to be checked, as the readings were not in line with those held on the account. The meter was found to be accurate, but it was identified that previous day and night meter readings had been transposed. The Supplier re-billed C's account. C was unhappy with the amended charges. The Supplier maintained the accuracy of the charges and closed the complaint. C continued to contact the Supplier and dispute the charges.

The Ombudsman was satisfied that, based on the information provided, the re-billed charges were accurate. However, it was noted the Supplier had not fully explained the revised bill or the amended charges to C. It was considered that this had unnecessarily delayed resolution of the complaint and the inconvenience this had caused C was considered to be reflective of poor customer service. The Supplier was required to apply a credit as a gesture of goodwill, contact C to arrange a payment plan that took C's ability to pay in to consideration and provide a full explanation of how the balance of the account had been calculated.

6.4

C complained to the supplier after receiving a large bill for the gas account. The supplier advised that this was due to the meter failing to be read for the last year due to the meter details not being input on its systems. C complained about this and requested a reduction of the bill. The supplier believed this was excessive and proposed a smaller reduction and a repayment plan. This was refused by C.

On review it was concluded that C had received some poor customer service but that the proposed reduction was excessive. It was also concluded that C should accept some of the responsibility for the large bill as C could have provided readings of their own.

In resolution the supplier was required to send a letter of apology, provide advice on how meter readings can be provided, make a goodwill credit to the account, and offer a payment plan taking into consideration C's ability to pay.

7.0 Billing - Incorrect Account Details

7.1

C complained that C was unable to transfer supply to preferred supplier as the Supplier held the incorrect meter details that showed that C had a pre-payment meter. C complained to the Supplier and sent letters but received no response. The Supplier said it had amended the meter details but C's preferred supplier still said it could not support the meter. The Supplier is therefore still supplying service.

The Ombudsman was concerned that the Supplier failed to resolve the incorrect meter details for such a lengthy period of time and viewed this as poor customer service. The Ombudsman could not say why preferred supplier could not provide C with service still. The Ombudsman required the Supplier to bill C for usage but only back date by one year, award a goodwill payment and send C a letter of apology.

11.0 Billing - No Bill Received

11.1

C complained that the supplier failed to provide a bill for several years. It initially stated that it would only bill them for the previous two, but later withdrew the offer, citing the billing code was not an appropriate reason.

The Ombudsman considered there had been a sufficient shortfall in customer service and mis-management of C's account that the two year back-billing code should be applied. It was also required to make an apology for the shortfall in customer service.

14.0 Billing - Quality of Customer Service

14.1

C received conflicting bills from the Supplier and called to dispute them. C sent letters to the Supplier but complained that the Supplier failed to respond. C requested a correct bill and compensation. The Supplier explained that C had a three rate meter not supported by the Supplier. When C's account migrated to the new billing system it was unable to cope with the meter information. As a resolution the Supplier said it had arranged an Erroneous Transfer back to C's previous provider and all payments were in the process of being refunded.

The Ombudsman's was concerned that the Supplier failed to offer an Erroneous Transfer as a resolution at an earlier opportunity and was also concerned with the evident lack of keeping C updated or responding to letters received. The Ombudsman required the Supplier to ensure that all payments are refunded, award a goodwill payment in recognition of service shortfalls and send a letter of apology.

14.2

C complained that the Supplier failed to assess account and so failed to realise that payment for gas had not been taken into account. C moved address and also complained that the Supplier delayed transferring the gas supply. C requested a reduction of the outstanding balance. The Supplier said that it had not taken into account C's gas usage whilst at the old property. The Supplier said that the gas supply was transferred to it but due to a dispute with the start meter reading with the other supplier this delayed it billing C. The Supplier said its goodwill credit was viewed as reasonable.

The Ombudsman was concerned that there was no evidence to suggest that the Supplier had reviewed C's account for 16 months and this was viewed as a shortfall in customer service. The Ombudsman noted that the Supplier had transferred the gas supply in a timely manner but due to a dispute with the start meter reading this had delayed it billing C. The Ombudsman was concerned that there was no evidence to suggest that the Supplier kept C informed as to what was happening. The Ombudsman required the Supplier to award a further nominal goodwill payment and to arrange a suitable payment plan with C.

14.3

C complained that the Supplier stopped taking payments by direct debit. C called the Supplier and sent a letter of complaint but received no response. The Supplier said that due to a system error the account did not set up correctly.

The Ombudsman said that C had received poor customer service from the Supplier as it failed to resolve the error with the account in a timely manner. The Ombudsman required the Supplier to obtain an up to date meter reading and to bill C, to set up a direct debit,

provide C with a full breakdown of the account, credit a nominal goodwill payment and send C a letter of apology.

14.4

C complained that C received a large bill from the Supplier due to a faulty time switch which caused electricity to be charged at the day rate only and bills being estimated for four years. C said that the Supplier had been given meter readings but the Supplier failed to use these. C said that the Supplier had reduced the balance but C remained unhappy with this. The Supplier said it had tried to read C's meter without success. The Supplier said it did however not use some readings received. The Supplier said it had amended C's account by transferring some of the electricity charged on the day rate to the night rate.

The Ombudsman said that the Supplier could not be blamed for the faulty time switch and that its amendment to the account was viewed as reasonable. The Ombudsman was however concerned that the Supplier had failed to provide any evidence it had tried to read C's meter or used actual readings provided. The Ombudsman required the Supplier to credit the account with a goodwill payment and to contact C to arrange a suitable payment plan.

14.5

C was not billed by the Supplier for second meter for four years. The Supplier offered C a 25% reduction and four year payment plan. C complained that the Supplier continued to send estimated bills and letters changing the agreed monthly payment plan. The Supplier said that the offer for the lack of billing C was reasonable. It said it had tested C's meters and found no fault and also offered a new payment plan, taking into account ongoing usage but C had declined this.

The Ombudsman said that the 25% reduction and four year payment plan was a reasonable resolution to the incorrect billing. The Ombudsman said that this issue was outside its remit as it occurred prior to the commencement of the Ombudsman's office. With regard to the further problems C had encountered the Ombudsman was concerned and viewed this as a shortfall in customer service. The Ombudsman required the Supplier to award a nominal goodwill payment, arrange the agreed payment plan and ensure that future bills were billed using meter readings obtained.

14.6

C disputed bills with the Supplier and sought assistance from energywatch. C received conflicting information from the Supplier as to what tariff C was on. C requested compensation for the inconvenience caused by the Supplier. The Supplier confirmed that C had been billed incorrectly when C's account was transferred to its new system .It also confirmed that it had provided C with incorrect price plan information. The Supplier said that it had now resolved this and billed C correctly.

The Ombudsman was concerned that the Supplier billed C incorrectly and also provided C with incorrect information. The Ombudsman required the Supplier to award a nominal goodwill payment, provide C with a full breakdown of the account and to send a letter of apology.

22.0 Transfer - Contract Cancellation

22.1

C agreed to a contract with the Supplier, but subsequently cancelled within the cooling off period. The Supplier did not action the cancellation request and C's supply transferred to it. C complained and the Supplier agreed to transfer the supply back to C's original Supplier as an erroneous transfer. However, C's supply was not transferred.

The Ombudsman considered the Supplier's failure to cancel the contract and to meet all the requirements of the Erroneous Transfer Customer Charter to be reflective of a shortfall in customer service. The Supplier confirmed the transfer of C's supply had now been completed. However, it was required to make a payment as a gesture of goodwill.

33.0 Transfer - Request not Actioned

33.1

C complained that the supplier failed to complete a transfer to a new supplier when requested. The supplier stated the new supplier had not alerted it to the request, which is why it maintained its billing of C.

The Ombudsman considered the supplier had provided a poor service as it could have assisted C further, given that it knew of C's wishes to transfer well before it was formally advised by the new supplier. However, the Ombudsman recognised that the supplier had accepted the shortfall in customer service and offered a goodwill payment and apology. This was considered adequate to resolve C's complaint. As C had used the energy provided by the supplier it would be reasonable for C to pay for the balance outstanding, but via a payment plan with the supplier.

33.2

C said did not agree to transfer electricity supply to the Supplier. C complained to the Supplier via energywatch but remained dissatisfied with the responses received. The Supplier said that C had verbally agreed to transfer the supply.

The Ombudsman noted that as there was no longer a recording of the call then it could not be known what was discussed. In resolution the Ombudsman therefore required the

Supplier to transfer C's supply back to previous supplier under the erroneous transfer charter. This was also in recognition of the fact that C was elderly. In recognition of services issues encountered the Ombudsman also required the Supplier to award a nominal goodwill payment.