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1.0 Billing

1.1

C was placed on an incorrect tariff and they were informed their account in credit. C requested a refund but did not receive it. The supplier explained that it would have to re-bill the account to see if a credit was actually due. C also made payments towards an incorrect debt which the Supplier wrote off but C did not receive a refund of the payments made. C experienced a poor level of customer service.

The Ombudsman was concerned by the actions taken by the Supplier and it was without doubt that C experienced a poor level of customer service. The Ombudsman required the Supplier to recalculate C's account and refund the payments made towards the incorrect debt. The Supplier was also required to make a goodwill payment and write a letter of apology.

1.2

C complained to the supplier when a bill was received showing a much higher outstanding balance than expected. C paid by Direct Debit at an amount set by the supplier so was unsure how the outstanding balance has accrued. The bill was also confusing showing that C had both a credit and debit balance. C queried this with the supplier and was initially informed to send a copy of this bill. It was also confirmed that there was a debit balance on the account. After informing C that the meter was registering correctly, the supplier later acknowledged that there may be a problem with the meter. The meter was replaced however C was never informed as to the accuracy of the meter or if the bill was to be amended. C also complained to the supplier that the name of the account was addressed incorrectly however the supplier failed to address this area of complaint. C sent several letters to the supplier but only received one response.

The Ombudsman concluded that C had experienced a shortfall in customer service and should have been informed if the meter was working correctly. As this had not been the case the Ombudsman required the supplier to reduce the outstanding balance, amended the account name, write to C with an apology and if it was discovered that the meter was inaccurate to refund any overpayments.

1.3

C complained about receiving a high estimated bill for electricity. Supplier stated this was due to the account being billed based on estimated usage. Supplier proposed a goodwill credit and offered a payment plan for the outstanding amount to be paid. C refused this.

The Ombudsman appreciated C's concerns, but was of the opinion that supplier had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility laid with C to ensure Supplier was provided with correct meter readings since records showed meter readings had been supplied for the gas account. However, the Ombudsman required Supplier to provide an apology for any inconvenience caused and in recognition apply a goodwill credit and offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

1.4

C had a new meter fitted, but noticed the meter was running fast. Supplier confirmed that it was running fast and arranged for a check meter to be fitted. Although this was fitted supplier failed to read the meter and remove the check meter despite numerous calls from C. The Supplier stated it would write an apology letter and keep its next appointment.

The Ombudsman considered C had received poor service from supplier as no ownership had been taken for the case. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition provide goodwill payment, to provide a payment for failing to meet the Guaranteed Standards; to ensure the next appointment was kept; if the meter was found to be faulty supplier needed to apportion the charges by taking into account the over-registration and base charges on C's actual usage based on actual meter readings and previous usage and to apply a reduction on the final bill as a goodwill gesture.

1.5

C complained that Supplier did not send a bill within a reasonable timeframe after it took over the account. Supplier stated there had been a delay in fully opening the account and sending C the first bill. Although the account had been set correctly the meter exchange was updated incorrectly, which resulted in a large bill. Supplier stated that the meter exchange had now been updated correctly and a revised bill had been issued. Supplier applied a goodwill credit to the account.

The Ombudsman examined the notes that Supplier had supplied for C's account and noted there had been a shortfall in service levels due to the matter not being dealt within an appropriate manner and timescale. However, the Ombudsman was of the opinion the goodwill already applied was fair and reasonable.

1.6

C complained to supplier about the rise in Direct Debit payments. Supplier advised that the meter readings were correct and asked C to pay the bill. C complained about being informed late about the actual usage and complained about poor service. Supplier

proposed to apply a credit to the accounts as a goodwill gesture and carry out a meter test free of charge.

The Ombudsman could not find any evidence of meters being incorrect and was of the opinion that the increase in the amount was due to factors such as bills being produced every six months, estimated meter readings being used and price increases not being taken into account to adjust the Direct Debits. The Ombudsman required the supplier to provide an apology for poor customer service levels and in recognition apply a credit as a goodwill gesture and to make arrangements for a free of charge meter test for both gas and electricity as a goodwill gesture. If any meter was found faulty then the supplier was required to make the necessary amendments so the billing reflects actual usage.

1.7

C claimed that the 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 their meter changed and says that the bill they received had incorrect meter readings on it. C complains of non returned calls and nobody dealing with their complaint. The supplier did not provide a case file to the Ombudsman within the required timescales, which meant its views were not considered in relation to this complaint.

The Ombudsman found that C had been incorrectly billed and required the supplier to correct this and provide a single point of contact for any further queries C may have regarding this matter. Shortfalls in customer service were identified and the supplier was required to apologise for these and award a gesture of goodwill in recognition.

1.9

C disputed charges on the account. The Supplier addressed the issues and addressed the problems with charging and offered a payment plan. C accepted the Supplier's offer.

The Ombudsman was happy that a satisfactory resolution was made before investigation.

1.10

C complained that the supplier sent a large arrears bill that it was unable to justify. C complained but the supplier failed to respond initially. It later stated that the previous bills had been underestimated, which led to the later large bill.

The Ombudsman concurred with the supplier that this was a reasonable conclusion and recommended that C cleared the arrears. However, the Ombudsman required the supplier to make an apology and provide a goodwill payment to C in recognition of the lack of early responses and the referral to a debt collection agent.

1.11

C complained that the supplier sent a greatly inflated bill. C complained and the supplier stated that the account had been incorrect when it was transferred from the previous supplier. The supplier recalculated the account when it had the corrected details for C's account and found C was due a credit and was not in arrears. The supplier stated the lower price was used for this calculation, prior to prices being increased. This was considered proportionate by the Ombudsman as a remedy and only required the supplier to make an apology for the shortfall in customer service for C.

1.12

C discovered a fault with their meter and contacted Supplier to ask it to investigate. Supplier did not investigate until it had been chased several times. When the supplier did investigate it sent an engineer to C's property who was unable to do a complete job. It did notice an error with C's account and arranged a further appointment. Supplier has now corrected C's meter and arranged to re-bill the account.

The Ombudsman was of the opinion that there was a shortfall in customer service in this case. The Ombudsman required supplier to complete the re-billing of the account, apply a credit as a goodwill gesture, send an updated bill, apologise and discuss payment arrangements with C.

1.13

C changed suppliers and received a final bill from old supplier for a large outstanding balance. C complains of unanswered letters and lack of ownership in resolving their complaint. The Supplier advises that C's payments were not covering their usage and this resulted in a debit occurring on the account. The Supplier advises it cannot find copies of C's letters.

The Ombudsman found that the debt had accrued over 16 months until early 2007 and that C did not receive a bill for six months. This failure to issue regular bills was considered a shortfall in the service C had received. It was found the Supplier had not responded to C's letters; which was considered a further shortfall. The Supplier was required to offer C a payment plan taking into account C's ability to pay, apologise for the shortfalls in service and award a gesture of goodwill in recognition of this.

1.14

C was under the impression that they had paid a suppliers final bill. It was discovered a few years later this had not been paid and had been sent to a debt collection agency. C complains of poor customer service. The Supplier advises it did send out a statement in error showing a zero balance but that the amount is owed.

The Ombudsman required the supplier to maintain its offer of a payment plan and was satisfied that the outstanding amount owed was correct. It was also required that C credit file should not be adversely affected on the basis it had sent out an incorrect statement which contributed to the confusion over whether or not the final bill had been paid. The supplier was also required to apologise for shortfalls in customer service and for any inconvenience this has caused.

1.15

C complained several months after transferring to the supplier as a bill had still not been received. The supplier informed C that this was due to the fact that it was still awaiting information from the previous supplier which was necessary to set up the account. The supplier eventually set up the account a considerable time later. C was informed by the supplier that it would monitor the situation but C failed to receive responses regarding the progress of the complaint. It was not until the involvement of a third party that C received responses to these issues.

The Ombudsman concluded that whilst the issue regarding the account had been resolved C had experienced a shortfall in customer service. On this basis the Ombudsman required the supplier to write to C apologising and offering a full explanation as to the reason behind the delay. The supplier was also required offer a goodwill payment to reflect the levels of customer service received and to offer a payment plan to C.

1.16

C received underestimated bills for several years. C had been receiving bills and failing to advise Supplier that its estimates were not close to the actual reads. When an actual read was used a bill was calculated with a large outstanding balance. Supplier had calculated that bill using today's prices. It did not appear to take into consideration price rises over the period. Supplier offered a percentage discount as a goodwill gesture.

The Ombudsman was of the opinion that the bill needed to be recalculated to take into consideration prices rises over the period and required Supplier to recalculate the bill, maintain its offer of a percentage discount, apologise and offer C a payment plan which took ability to pay into consideration.

1.17

C had a debt placed on a prepayment meter. After making payments for a number of years C called to enquire about the level of the debt and was given conflicting information. Furthermore, the meter displayed a different level of debt to that the Supplier had recorded on its systems. Supplier sent several messages to the meter to have the incorrect debt removed. However, credits were applied to the account in error which caused additional confusion and the debt was not removed.

C complained using Supplier's complaint process and was eventually told that C still owed a substantial proportion of the original debt. However, when the case came to the Ombudsman could not explain how the Supplier had worked out the debt.

The Ombudsman was of the opinion that the outstanding balance could not be worked out with the information provided and given the shortfalls in customer service required Supplier to remove the debt, place an additional credit on the meter and send C a letter of apology.

1.18

C complained of arrears billing by the supplier, for a property they had previously moved out of. The supplier stated there was a refund due, but it had not yet been completed.

The Ombudsman considered there had been a significant shortfall in customer service from the supplier, given that C's took over a year to resolve. The goodwill payment offered to C was inadequate as a final resolution and so the supplier was required to improve the payment and provide an apology for the poor customer service, delays and inconvenience.

1.19

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. The Supplier 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.

1.20

C disputed their bill. The Supplier explained that the payments made by C did not cover their consumption and C had refused to increase their Direct Debit. C experienced a poor level of customer service.

The Ombudsman was satisfied with the Supplier's explanation but considered that a shortfall in customer service had occurred. The Supplier was required to make a nominal goodwill payment and write a letter of apology.

1.21

C advises they had their meter changed and then received large bills. This was queried with the Supplier but C has not received a response to his query. C has been paying these large bills. The Supplier advises C was being charged incorrectly for a four instead of a five dial meter. It acknowledges C was not called back when agreed but advises C has received a refund for the amount they overpaid.

The Ombudsman found that C had been given a refund but the investigation into C's account had taken six months; this was not considered to have been resolved in a timely manner. In addition, C experienced non returned calls and lack of ownership in somebody resolving his complaint. The Supplier was required to apologise for the shortfalls in service and award a gesture of goodwill in recognition of them.

1.22

C complained that electricity bills had increased to a point where a payment plan was no longer affordable. The investigation noted and accepted that where a bill has been incurred it should be paid for. It also noted that C claimed that the electricity consumption had not risen but that the bills showed a high usage. The Supplier arranged for a check meter to be fitted in order that a comparison could be made against the usage recorded by the household meter. This was considered appropriate. It was found that the Supplier had failed to respond to a letter of complaint from C and this was considered poor customer service.

the Supplier was required to provide a letter of apology in respect of the poor customer service experienced, to provide a small goodwill gesture, in the form of a credit to the account, to acknowledge the poor customer service experienced when it failed to provide a response to C's letter of complaint and to report the findings of the check meter comparisons that were being carried out and to explain how these findings impact on the bill. If the billing was found to be inaccurate the Supplier was to provide a further goodwill gesture in the form of a credit to reflect the levels of anxiety and distress that the inaccurate billing had caused. If the billing was found to be accurate the Supplier was required to discuss the situation with C to establish whether it was able to arrange a more affordable payment plan.

1.23

The Supplier failed to re-calibrate C's meter for a considerable time. This led to a 'catch up' bill being delivered in due course. C complained as this had not been caused by C in any way. After consideration of the complaint The Supplier offered to reduce the outstanding amount to a relatively low level (given that the energy had actually been consumed) and to allow repayment at a very low weekly rate. Having taken all matters in consideration The Supplier's offer was considered reasonable and was endorsed.

The Supplier was required to provide a letter of apology in respect of the poor customer service experienced (in that a 'catch up' bill was delivered due to no fault of C), to reduce the outstanding debt to the level that was offered and to allow the repayment of this debt at the offered rate, to be paid via the meter.

1.24

C received a final bill from the Supplier. C disputed the balance and the final meter reading used and made a payment for the charges considered to be correct. C informed the Supplier this was in full and final settlement of the account. The Supplier accepted the payment, but continued to send bills for the remainder of the balance. C refused to pay and considered the Supplier had accepted the partial payment in full and final settlement.

The Ombudsman considered C was responsible for payment in respect of the energy usage. There was no evidence the Supplier had agreed to accept C's payment in full and final settlement. The Supplier's offer to amend the bill in line with C's final meter reading was considered to be reasonable and the Supplier was required to maintain the offer.

1.25

C received a large bill as there had been no billing for an extended period. Credit was applied in accordance with industry 'back billing regulations. In addition, The Supplier offer a further goodwill gesture to reflect the poor customer service experienced in The Supplier failing to bill accurately. It was considered that the offer made should be increased to properly reflect the inconvenience caused which was avoidable.

The Supplier was required to provide a letter of apology further representations the poor customer service experienced in failing to provide regular billing, provide a goodwill gesture of in the form of a credit to the account and to discuss C's financial position with a view establishing whether C would be able to afford to repay the debt over three years or if a longer period would be required.

6.0 Billing - Inaccurate Meter Reading

6.1

C disputed bills with the Supplier. C complained and sent letters but said that the Supplier failed to respond to the issues C had raised and continued to maintain the balance was correct. The Supplier said that the debit balance had accrued when it had recalculated C's account. This then left a debit balance owing.

The Ombudsman examined the original and revised bills and noted that the Supplier had amended the initial start reading when the credit meter was installed. This then billed C for a further 10,000 units of electricity and created the outstanding balance. The Ombudsman was concerned that the Supplier had provided no evidence to show why the start reading was changed or why it was deemed as wrong. The Ombudsman noted that based on the revised bill this meant that C's average daily usage was 22.73 yet C's usage for the last year was only 7 units a day. The Ombudsman surmised that the Supplier had not used the correct reading. Based on this and the fact that the Supplier failed to investigate this more thoroughly the Ombudsman required the Supplier to credit the account with the amount of the supposed debt and to award C with a nominal goodwill payment.

7.0 Billing - Incorrect Account Details

7.1

C complained that the Supplier billed C incorrectly for a metric meter for two years. The Supplier amended this problem and C's online account showed a large credit which C requested as a refund. The Supplier said that C was not due this account credit as the credit was an error caused whilst the Supplier was amending C's bills.

The Ombudsman reviewed all of the bills and confirmed that C was not due such a large refund. The Ombudsman said that the Supplier has recalculated the bills and these did show that C was in debit. The Ombudsman was concerned that the Supplier failed to resolve the problem within a timely manner and was also concerned that the Supplier had failed to provide C with a clear and concise explanation. The Ombudsman said however that the proposed goodwill by the Supplier was a reasonable award.

7.2

C moved into a new build property. C provided an incorrect post code when the Supplier requested details in order to open an account. C changed Supplier and received an incorrect final bill. C made a payment, but also contacted the Supplier to complain the bill was incorrect. C did not receive a response, but did receive a number of bills, showing different account numbers and in different names. C complained but the Supplier failed to reply and C received demands for payment and notices of disconnection.

The Supplier confirmed that due to the incorrect post code, and the fact there were a number of new build properties only identifiable by a plot number, accounts were incorrectly set up, which resulted in erroneous bills being sent to C.

The Ombudsman was satisfied C had not been incorrectly charged. However, the Supplier's failure to address C's complaint or update its records was considered to be reflective of a shortfall in customer service. It was required to make a payment as a gesture of good will, confirm C's account had been closed with a nil balance and C's credit rating had not been affected. The Supplier was also required to correctly update all the accounts that were incorrectly linked to C in a timely manner; take appropriate steps to ensure no further payment demands were sent to C and that all correspondence was sent to the authorised third party acting on C's behalf.

7.3

The Supplier changed C's meters from the prepayment to credit meters. The Supplier told C there was an outstanding balance from the prepayment meters and sent C a bill for charges C considered had already been paid. C contacted the Supplier, but its records showed C still had prepayment meters. C also stated that although a Direct Debit had been set up for one of the accounts, no bills had been received for electricity.

The Supplier contacted C and agreed to credit the disputed charges on the electricity account and set up a Direct Debit. It also agreed to amend C's gas account and contact C when the amendments had been completed to check C was happy with the resolution.

11.0 Billing - No Bill Received

11.1

C complained that the supplier failed to provide a bill for over a year. The supplier explained that there was a meter exchange but the details were not updated on to C's account. The supplier offered a goodwill payment in recognition of the problems for C.

The Ombudsman considered there had been poor customer service for C for which an apology was required along with a new invoice that confirmed the arrears. The goodwill payment was considered adequate and was not increased further.

11.2

C paid the Supplier for electricity for a two year period. C was then contacted by another provider to say that the supply was provided by it and that C owed it money. C disputed this with both Suppliers. It was established that the Supplier had not been supplying C as it had billed for a different supply number.

The Ombudsman was concerned that C had been billed for someone else's usage and the fact that the Supplier failed to read the meter for two years. The Ombudsman

required the Supplier to refund C with all payments made, award a goodwill payment and send a letter of apology.

14.0 Billing - Quality of Customer Service

14.1

The Supplier failed to close C's previous account correctly and it transferred to another Supplier in error. The Supplier then continued to charge C for services no longer provided and due to non payment the account was passed for recovery action. The Supplier failed to administer the account correctly and an error was made when recording C's new contact details. The Supplier sent all relevant correspondence to an incorrect address.

The Ombudsman concludes the Supplier failed to provide an adequate level of customer service and administration of this account. In summary the Ombudsman required the Supplier to ensure the account in dispute is closed with a nil balance; withdraw the outstanding balance; make a goodwill gesture by cheque; and to issue a formal letter of apology including an assurance C's credit history has not been adversely affected by its actions relating to this complaint.

14.2

The Supplier failed to close the accounts with the final readings at C's previous address and open new accounts with the opening readings provided. The Supplier continued to collect payments for the old address by direct debit and C believed the payments were for current consumption at the new address. The case became protracted however the Supplier eventually provided a refund of the overcharges. The Ombudsman concludes the administration of this account and the level of customer service demonstrated was poor.

In summary the Ombudsman requires the Supplier to make a goodwill gesture in recognition of the customer service issues raised, inconvenience and costs incurred; and to issue a formal letter of apology.

14.3

The Supplier failed to update its records on the account and issue the final bills to the correct address. C chased the company to take the correct action so that the account could be paid and finally closed. The Ombudsman considered the Supplier failed to administer the account in a satisfactory manner causing C inconvenience and to incur costs.

In summary the Ombudsman requires the Supplier to maintain the balance on the gas account. On receipt of payment close the account with a nil balance; provide a refund of

the credit balance on the electricity account by cheque; ensure the electricity account is closed with a nil balance; ensure that the previous goodwill credit has been applied to the newly billed account; make a goodwill gesture; and to issue a formal letter of apology.

14.4

C had electricity supply with Supplier. The Supplier had been billing the C for a one rate tariff, rather than for the two rate meter that the C was using. The Supplier re-billed the usage and offered a reduction for goodwill. The C required that the entire balance be cleared.

The Ombudsman considered that the reduction offered by Supplier was sufficient to address the complaint. The Ombudsman required that the Supplier apply the previously offered credit and make a written apology to C.

14.5

C received a large bill from the Supplier and complained that bills had been estimated for two years. C complained to the Supplier and received a deadlock letter offering a two year payment plan. The Supplier confirmed it had estimated C's bills. It was of the opinion that the proposed two year payment plan was a reasonable resolution.

The Ombudsman examined the bills and noted that C had in fact not been billed at all for electricity as the Supplier had used the same day and night readings on the bills. The Ombudsman was concerned that this error had occurred and said that it constituted mismanagement of C's account. The Ombudsman required the Supplier to award a goodwill payment against the outstanding balance and to contact C to arrange a two year payment plan.

14.6

C complained that the supplier maintained incorrect billing after an account was supposed to have been settled. The supplier investigated and found that the account was cleared, but as C remained responsible for it there would be bills sent regularly for the account. The supplier acknowledged there had been an error, which had affected many other customers; it offered a goodwill payment, but it was rejected by C as inadequate.

The Ombudsman considered the supplier had not explained the situation sufficiently well before the Ombudsman's complaint was lodged but that the account had been corrected. The supplier was required to make an apology for the poor customer service and make a further goodwill payment to C.

14.7

C complained that the supplier failed to manage C's accounts after a house move. The supplier sent conflicting letters and bills to C at both their new address and the old one, after C had moved away. C also complained that their tariff had been changed unexpectedly. The supplier investigated and found the tariff had been changed. It offered to change them back and provide a goodwill payment.

The Ombudsman considered there had been poor customer service for C and that the goodwill payment was not sufficient. The supplier was required to improve the offer and make an apology. It was also required to provide a new up to date invoice to verify the two services were on the correct tariff for the new address and that the accounts for the old were closed with a nil balance.

14.8

C complained that the Supplier did not remove a block on the account when Fuel Direct payments stopped being made. This meant that C received bills informing C that no further payment was due. On realizing the error the Supplier offered a 10% reduction and a weekly payment plan which C remained dissatisfied with.

The Ombudsman said that it was a concern that the Supplier's error caused C to incur such a large debt. In recognition of this issue the Ombudsman required the Supplier to increase its offer to 20% of the outstanding balance. In recognition of problems encountered with the payment plan the Ombudsman also required the Supplier to award a nominal goodwill payment.

21.0 Transfer

21.1

C complained that the supplier took many months to complete a transfer of services from their old supplier. The supplier acknowledged there had been a delay, but that there were issues with a third party beyond its control. The supplier eventually completed the transfer for C and offered to make a refund for C's costs.

The Ombudsman considered there had been poor customer service for C and the delays had been excessive; the supplier could have taken more action sooner. The supplier was required to make an apology and provide a goodwill payment.

26.0 Transfer - Incorrect Billing

26.1

C had supply of gas from Supplier. The Supplier set up the account with incorrect details and billed a third party for the gas over a long period. Eventually, the third party claimed the money back and the C was left with a large balance.

The Supplier applied a discount on the account but the C wanted the Supplier to waive the entire balance.

The Ombudsman considered that the discount applied by the Supplier was sufficient to address the complaint. The Ombudsman required that the Supplier set up a payment plan to allow the C time to repay the balance.

45.0 Sales - Erroneous Transfer

45.1

C received a letter from the Supplier stating it had taken over the energy supply at the property. The account was not in C's name. C contacted the Supplier to complain and to ask for a payment card for the prepayment meter. The Supplier failed to send a card, the credit ran out on the meter and C was without any gas. C contacted the Supplier again, which advised C to use the card sent to C's address, but not in C's name. C used the card, but the Supplier failed to amend its records, or issue a card in C's name. C complained, but the Supplier failed to respond.

The erroneous transfer details were unclear. It was considered reasonable for the Supplier to explain why C's energy supply transferred to it and for it to ensure that the records it held about C were correct. The Supplier's failure to issue a payment card or respond to contact from C was identified as poor customer service. The Supplier was required to send a letter of apology, apply a credit as a gesture of goodwill, provide a breakdown of the payments C had made to the account and arrange for C's meter to be changed to a credit meter.