

Table of Contents

1.0 Billing

- 2.0 Billing - Credit Limit
- 3.0 Billing - Data Protection
- 4.0 Billing - Fraud
- 5.0 Billing - Inaccurate Invoices
- 6.0 Billing - Inaccurate Meter Reading
- 7.0 Billing - Incorrect Account Details
- 8.0 Billing - Lack of Information
- 9.0 Billing - Mis-Information
- 10.0 Billing - Missing Payment
- 11.0 Billing - No Bill Received
- 12.0 Billing - Non Requested Disconnection
- 13.0 Billing - Payment Method
- 14.0 Billing - Quality of Customer Service

21.0 Transfer

- 22.0 Transfer - Contract Cancellation
- 23.0 Transfer - Data Protection
- 24.0 Transfer - Fraud
- 25.0 Transfer - Incorrect Action Taken
- 26.0 Transfer - Incorrect Billing
- 27.0 Transfer - Installation
- 28.0 Transfer - Lack of Information
- 29.0 Transfer - Loss of Service
- 30.0 Transfer - Mis-Information
- 31.0 Transfer - Non Requested Disconnection
- 32.0 Transfer - Requested Disconnection
- 33.0 Transfer - Request not Actioned
- 34.0 Transfer - Quality of Customer Service

1.0 Billing

1.1

C moved house and advised Supplier. C gave meter reading to Supplier. C then paid off final bill at old premises. Some time later, C received a letter from a debt collection agency on behalf of the supplier saying that C owed money at C's previous address. C contacted supplier, who confirmed that they had taken the reading wrong and the money was owed. C paid the money.

Later, C received a further bill relating to C's previous address.

The supplier accepted that it had made an error and had refunded and apologised to C since C filed complaint with the Ombudsman.

The Ombudsman required that Supplier make a goodwill payment for the inconvenience caused. She also required the supplier to confirm that C's credit file had not been negatively affected.

1.2

C was the executor of the Supplier's account, which was in credit. C requested a refund and the Supplier confirmed a cheque would be sent. C did not receive a refund. The Supplier stated that a technical error had occurred which prevented the refund. C experienced a poor level of customer service. The Supplier offered to arrange the refund for C.

The Ombudsman considered that a shortfall in customer service had occurred. The Supplier was required to arrange a refund of the credit and make a goodwill payment for the shortfall that had occurred. The Supplier was also required to write a letter of apology.

1.3

C complained that the Supplier failed to update the details of the meter exchange and this has caused a debt on the account. C was promised numerous call backs that were not honored.

The Ombudsman considers the account was not administered effectively or and the C experienced a shortfall in customer service. She requires the Supplier to review the account to ensure that the benefits of becoming a dual fuel customer have been applied to the account with effect from the date the meters were exchanged and that the accounts are being charged on the correct tariff; contact C to offer some energy efficiency advice; maintain the offer of a payment plan taking into consideration C's

ability to pay; make a goodwill credit to the account; and to a formal letter of apology in light of the customer service issues raised.

1.4

The Supplier failed to bill C for the period C was a tenant in the property. The meter serial number had been incorrectly registered against another property originally by the builder. C was aware that no charges had been generated and despite chasing the Supplier for a resolution to the complaint, the matter remained unresolved. The Supplier eventually set up an account and generated a large bill based on the previous occupant's readings.

The Ombudsman accepts that there was an inadequate level of customer service demonstrated on this case and C experienced an inconvenience as a result. In summary the Ombudsman requires the Supplier to review of the period of charges if C confirms to the Ombudsman the dates of occupancy or the readings when C moved in and moved out of the property. If this is not possible the outstanding balance is to be maintained. The Supplier is to make a goodwill credit to the account of 25% of the balance of the account; issue a formal letter of apology in recognition of the customer service issues raised; and to maintain the offer of a payment plan over an extended period taking into account C's ability to pay.

1.5

C agreed to receive both gas and electricity from the supplier and in arranging this supplier indicated that a Direct Debit would be arranged. The supplier was unable to arrange the Direct Debit and collect payments as arranged. Due to the ongoing problem C transferred to a different supplier. The supplier then delivered a large bill which was not in line with the Direct Debit that should have been collected. This left C in financial difficulties and a payment plan was requested. The supplier applied a small discount to the account but failed to arrange a payment plan that C considered appropriate. It was noted that when arranging a payment plan it was important to ensure that it was manageable in order to avoid further problems. As no payment had been received the account was referred to a debt collection process which, as C had been trying to arrange a payment plan was considered inappropriate.

The supplier was required to provide a letter of apology for the poor customer service experienced, to provide a small goodwill gesture in the form of a credit to the account and to contact C to discuss arranging an appropriate payment plan in line with C's means. The supplier was also required to confirm that no damage had been suffered by C's credit history or to correct any damage that may have already been caused. The position in relation to the credit reference files was then to be confirmed to C.

1.6

C complained that the supplier based the bill on an incorrect meter reading. Despite numerous contacts made by C and assurances that the bill would be amended the

matter was not resolved by the supplier. The supplier apologised and advised that it had now made the necessary amendments.

The Ombudsman was of the opinion that the supplier did not take effective ownership of the C's complaint and required the supplier to provide an apology for poor customer service levels and in recognition provide a goodwill payment; to ensure the credit was given to C's in the form of a cheque payment as proposed by the supplier; and to issue C with an amended bill.

1.7

C complained to the supplier about the continued billing of their gas account, as this had been transferred to another provider some months earlier. Despite making a number of complaints by telephone and writing, C continued to receive a number of payment demands, as well as a disconnection notice. C complained about the conflicting advice received from the supplier, and asked the Ombudsman resolve this ongoing problem.

The supplier acknowledged that errors had been made but on review ensured the account was closed from the transfer date and proposed to clear the remaining balance as a goodwill gesture.

It was evident that the supplier had taken the necessary action in order to close the account, but it was concluded that such action had only been taken after avoidable delays and errors were made. In resolution the supplier was required to send a letter of apology, provide written confirmation that the account was closed with a nil balance, and make a further goodwill payment to C.

1.8

The Supplier failed to set up and issue an electricity bill for C for over a year. The company failed to record the readings from C's start date and further delay ensued when contacting the previous supplier.

The Ombudsman concludes the Supplier failed to administer the account properly or provide a satisfactory standard of customer service.

In summary the Ombudsman requires the Supplier to issue an electricity bill using a start reading agreed with the previous Supplier. It is to issue a full statement of account showing all payments received; apply any discounts appropriate to the entire period for being a Dual Fuel customer; make a goodwill gesture in light of the customer service issues raised, costs C incurred and the inconvenience caused by this matter; and to issue a formal letter of apology.

5.0 Billing - Inaccurate Invoices

5.1

C contacted the Supplier on receipt of an unexpectedly high bill. The Supplier confirmed it had previously ignored accurate readings it had received, as they had not been in line with the information it held on the account. The Supplier issued an amended statement, but noted C's usage seemed high. It arranged for a home visit and subsequently identified C's meter was faulty. The Supplier replaced the faulty meter and re-billed C's account, but C remained unhappy with the action taken.

The Ombudsman was satisfied the Supplier had taken appropriate and timely action to replace the faulty meter. The basis on which the account had been re-billed was also considered to be fair. However, the Supplier's failure to investigate the anomalous meter readings, and its delay in identifying the meter fault were deemed to be reflective of a shortfall in customer service. It was noted the Supplier had already provided C with a number of credits as a gesture of goodwill, and these were deemed to be reasonable. Therefore, the Supplier was not required to take any further action.

5.2

C complained about a very large bill that was out of the norm and the Supplier delayed in investigating the matter. It seems there maybe an error in the billing however the Supplier needed an engineer to complete meter accuracy tests in the first instance. The Supplier failed to attend prearranged appointments and contact C in accordance with its Guaranteed Standards.

In summary the Ombudsman requires the Supplier to complete the meter accuracy checks and clarify what readings pertain to the day and night without charge; review the account based on the results of this check and issue a revised statement; make a goodwill gesture in recognition of the customer service issues raised including the compensation due in accordance with the Guaranteed Standards of Service; and to issue a formal letter of apology.

5.3

C complained that gas supply was delayed being transferred and the Supplier delayed changing name to C on the electric account. C said that once the gas was transferred C disputed the start reading but to date the Supplier had not resolved this. C requested the Supplier rectify the accounts. The Supplier said that the gas was delayed due to the incorrect address and then the incorrect Meter Point Reference Number (MPRN). The Supplier said that the start reading had been confirmed with previous supplier. The Supplier said that the electric account was now in the correct name.

The Ombudsman said that C had received poor customer service from the Supplier. The Supplier failed to resolve the issues of complaint for eleven months and failed to send C a written explanation or response. The Supplier was required to award a nominal goodwill payment, send C a completed breakdown of bills, send a letter of apology and arrange a suitable payment plan.

6.0 Billing - Inaccurate Meter Reading

6.1

C complained about the charges applied by the supplier after a new electricity meter was installed, and its failure to check the meter on a number of occasions when promised. The supplier advised that during this period its prices had increased, although there was some evidence to suggest C's consumption had increased.

It was unclear if this was due to a fault, therefore, the supplier was required to ensure a check meter was installed, and provide a refund of any overcharges if appropriate. If a fault is highlighted then the supplier was also required to provide a new meter at no cost.

In full consideration of the missed appointments and poor customer service provided, the supplier was required to send a letter of apology, make a goodwill credit to the account, and agree a payment with C taking into account their ability to pay.

10.0 Billing - Missing Payment

10.1

C complained that the supplier failed to bill them correctly and then sent a demand for arrears. C complained but got no response. C then complained to the Ombudsman. The supplier then investigated and stated account details were missing for tracking payments; the payments that had been made had not been accounted for on C's account, but that action was being taken to rectify this.

The Ombudsman considered C had experienced poor customer service for which an apology was required, along with a new invoice and a goodwill payment.

11.0 Billing - No Bill Received

11.1

C complained that the supplier failed to update C's account fully. C complained but the supplier took over a year before it was rectified. C claimed compensation for this and the supplier offered a goodwill payment and a reduction from the arrears bill. C rejected this as insufficient.

The Ombudsman considered there had been poor customer service for C over a long period and required a goodwill payment in addition to that already offered; the bill was

not to be reduced further as C had used the energy the supplier had provided. As the supplier had already apologised, it was not required to do so again.

11.2

C transferred to the Supplier but did not receive a bill. C complained and the Supplier agreed to investigate the matter, but did not take any action. After further contacts from C, the Supplier found C's previous supplier had closed C's account as if it had never supplied C, so transfer meter readings could not be provided. The Supplier took steps to obtain missing data flow information from a third party, but there were delays in the provision of the information. Without the data flows, the Supplier was unable to open an account for C.

The Supplier's lack of response to C's initial contact was considered to be reflective of poor customer care. The Supplier confirmed that although the matter had now been escalated, it was unable to provide a timescale for resolution. It was acknowledged that the Supplier required the data flow information to open an account, but the delays C had experienced were deemed unsatisfactory. It was also noted that the Supplier had not put any interim procedures in place to manage the situation. The Supplier had already agreed that it would not charge C for usage for a period of time after the date the supply transferred to it. This action was considered to be reasonable. It was noted the Supplier had also sent a gift to C as a gesture of goodwill. However, the Supplier was required to provide C with regular updates about progress regarding the opening of the account, obtain a meter reading, issue a bill and provide C with the opportunity to arrange a payment plan when the account was opened. The Supplier was also required to provide C with an estimate of usage and charges to date.

13.0 Billing - Payment Method

13.1

C added credit to a faulty payment card. C contacted the Supplier to ask for a refund but they did not receive a response. C experienced a poor level of customer service. The Supplier refunded the payment C had made.

Although the Ombudsman noted the Supplier had provided C with a refund, it was considered that a clear shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology.