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## **1.0 Billing**

### **1.1**

C thought they were with another company for their energy. There were some issues surrounding C's address details which meant only one service was transferred to another company and they were not with the company of their choice. C did not realise this as no bills were sent due to the incorrect address details. The correct details were eventually found from the original builders of the property and a new bill issued for the correct address. C was unhappy about the bill as they thought they were with the other company. The Company made several awards as gestures of goodwill and reduce the price of the bill.

It was recommended that the Company makes a further goodwill payment and ensures it offers a payment plan which takes into account C's ability to pay.

### **1.2**

C complained about receiving a high estimated bill for gas account. Company stated this was due to the account being billed based on estimated usage. Company maintained the charges, but offered a payment plan for the balance to be paid off.

The Ombudsman appreciated C's concerns, but was of the opinion that company had done nothing wrong according to industry guidelines set by the regulator, Ofgem. Furthermore, it was considered responsibility laid with C to ensure Company was provided with correct meter readings since records showed meter readings had been supplied for the gas account. The Ombudsman required Company offer a payment plan, taking into account C's ability to pay, so that the outstanding balance on the gas account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

### **1.3**

C complained about receiving a high bill for a certain period of time. C was unhappy that the company sent C a high bill. Company stated this was due to the account being billed based on estimated usage. Company applied a credit to the account and proposed a goodwill payment. C refused this.

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

balance on the gas account could be paid off. C was expected to pay off the remainder of the outstanding balance on the account.

#### **1.4**

C claimed to have used mainly electric appliances and claimed that Company' bill was high. The company confirmed that that the bill was accurate as the tests revealed the meter was functioning correctly and also advised that the units of consumption on C's account were below the average national average.

The Ombudsman was satisfied that the evidence revealed the meter was accurate. C was advised to contact company if C still wanted the gas meter to be tested. However, if the results revealed the meter to be not faulty then C was responsible for the costs associated with the test.

#### **1.5**

C received a large bill from company and disputed this. Company acknowledged that it was its error for not issuing C a bill for four years. The company applied a goodwill gesture, but required the remainder of the balance to be paid.

The Ombudsman required the company to apply a reduction in the outstanding balance of the bill due to there being a delay in issuing the correct bill; to provide C with a breakdown of the bill for latter period and allow C to pay any large outstanding balance, if any via a payment plan taking into account C's ability to pay.

#### **1.6**

C advises they have not been sent any bills for their gas and electricity usage. C also complains of a delayed response to their letter. The Company advises the account for C has now been set up and a goodwill gesture has been already awarded. The Company has offered a payment plan to C.

The Ombudsman found the delay of just less than twelve months in the setting up of C's gas and electricity account to be a shortfall in the service they received but considered the goodwill gesture already awarded sufficient in addressing this matter. It was found the Company has not responded within the timescale it was agreed and that C was being sent bills for other occupants. The company was required to ensure C was sent no more bills in other people's names apologise for the shortfall in customer service C had experienced and award a gesture of goodwill in recognition of this. The Company was required to maintain its offer of a payment plan taking into account C's ability to pay.

#### **1.7**

C complained that the company sent a large arrears bill without explanation. C complained because their regular Direct Debit payments should have avoided any debt.

The company stated C had been billed against an incorrect meter for several years. It initially offered a reduction and, following contact from energywatch, applied the Billing Code. This reduced the arrears still further. The company offered C a payment plan, but C rejected the offers, wanting the entire bill cancelling.

The Ombudsman considered the action taken by the company and the payment plan was appropriate. It was required to put this in writing with an apology for the shortfall in customer service and to consider increasing the period of the payment plan to ease repayment of the debt.

### **1.8**

C arranged a Direct Debit repayment scheme with SP. The payments taken by SP were higher than agreed with C as there had been increases to SP charges. C was not notified of the increased payment as there was a technical fault. This was considered poor customer service as was SP's failure to respond to all contact made by C.

SP was required to provide a letter of apology for the poor customer service experienced, to contact C to discuss repayment options; and provide a goodwill gesture to reflect the poor customer service experienced

### **1.9**

C advises that they had a prepayment meter when it was changed to a credit meter they received a large bill. This was a result of the meter not being recalibrated. C complains of unanswered letters and non returned calls. The Company advises it has adhered to its policy of removing all charges prior to two years ago as a result of the meter not being recalibrated.

The Ombudsman found that the Company had adhered to its policy regarding recalibrating meters and considered this was sufficient in addressing the shortfall of not recalibrating her meter. However, it was found that the Company had not responded to all of C's letters. This was considered a further shortfall in service. The Company was required to apologise and award a gesture of goodwill in recognition of this.

### **1.10**

C had their night and day readings transposed but this was resolved and it was confirmed C owed no monies. C says it was agreed that a Direct Debit would be set up. Then C started to receive large bills which they dispute as being correct. The Company advises C's Direct Debit was cancelled by their bank and the amount outstanding is correct.

The Ombudsman found that C had not been billed to an actual reading; the Company was required to do this. It was found that a credit that had previously been credited to the account had been cancelled; the Company was required to ensure this credit had been applied. The Company was required to set up a Direct Debit for C. C had four

missed appointments and had not been compensated for these. The Company was required to do so in line with its Guaranteed Standards of Service. The incorrect billing of C's account was considered a shortfall in the service C had experienced. The Company was required to apologise and award a gesture of goodwill in recognition of this.

### **1.11**

C has been requesting an accurate bill for over 12 months. C has now received one but complains of poor customer service. The Company advises it has already awarded a gesture of goodwill in recognition of this.

The Ombudsman found the Company's failure to supply C with an accurate bill in over 12 months to be a shortfall in the service they received. The Company was required to back bill C for 12 months only taking into account the goodwill gesture that had already been applied to C's account. It was found that C had a missed appointment for a meter reader to check their meter. Under its Guaranteed Standards of Service the Company was required to award C compensation; this had not been done. The Company was also required to apologise for any inconvenience this matter had caused.

### **1.12**

C complained to the company after receiving a final electricity bill. This was due to C having made all previous payments by prepayment meter. The company admitted it was to blame for not recalibrating the meter following price rises, and subsequently made a reduction to the outstanding balance as a goodwill gesture.

It was concluded that the company had been at fault for the payment shortfall, but that the goodwill credits were appropriate in consideration of the problem.

The company had also offered to allow C to repay the disputed balance over a period of time. In resolution the SP was required to send a letter of apology and maintain the repayment plan offer.

### **1.13**

C had attempted to switch Business Company. The proposed company was unable to affect a transfer as C's supply was a domestic one. C raised the issue with SP who confirmed that the supply and tariff was for a domestic user. C sought to change to a business tariff. C complained that the business had not benefited from a business tariff.

The Ombudsman directed that SP should credit C's account by way of goodwill gesture. The Ombudsman further directed that SP should change the profile class of C's supply to a business supply, update all records and assist C in switching company.

#### **1.14**

C was on a tariff with the Company and each year a new price was agreed. C received a renewal quote and accepted this. Some time later C realised that lower prices were being offered by other companies. C contacted the Company and the advisor asked if C was in receipt of any benefits. C informed the Company that this was the case and sent to relevant information. The Company agreed that the monthly payment amount could be lowered due to the fact that C was in receipt of benefits. C complained that this information had never been requested previously and that it was not available in any literature or in the Terms and Conditions of the tariff. C therefore would not have thought to advise the Company that any benefits were being received. C asked the Company to backdate the charges to when the renewal started. The Company advised that this was not possible.

The Ombudsman agreed that there was no information available to suggest that the receipt of benefits was a criterion for lower payments and therefore C would not be expected to provide this information. The Ombudsman required the Company to issue an apology and to refund the overpayment as C had requested.

#### **1.15**

C complained to the Company about not receiving statements or refunds of money owed. However despite a number of attempts to resolve this, a refund still owed and the Company failed to confirm if the meter readings were correct.

C complained to the Ombudsman requesting copies of statements and a refund of the credit balance. The Company subsequently contacted C and this matter was resolved as a PICC. In resolution the Company sent a letter apologising for the problems experienced, confirming that the meter settings were correct, and a refund of the credit balance.

#### **1.16**

The company issued an incorrect bill due to the wrong meter reference number being registered to C's property. The company delayed in issuing a corrected bill and failed to confirm if it had the correct meter on its records.

The Ombudsman concludes the company failed to provide an adequate level of customer service in the management of this account. In summary the Ombudsman requires the company to ensure its records show that the correct meter is registered to C's apartment and update the account so that the next bill will be accurate; take appropriate action to notify Transco; cease all recovery action on the account; make a goodwill gesture in recognition of the customer service failure, inconvenience and costs C incurred when contacting the company; and to issue a formal letter of apology including an assurance that C's credit history has not been adversely affected by its actions.

### **1.17**

C received bill after the supply had left company. C complained and Company identified the problem had been caused by an error with addresses. Company offered C a goodwill payment but had not fully corrected the error with addresses and sent the payment to the wrong address.

The Ombudsman was of the opinion that Company's original offer was fair and reasonable but required a further goodwill payment in consideration of the failure to send the cheque.

### **1.18**

C moved supply of gas and electricity to the Company. The account involved giving customer readings quarterly. C's meter was read and then an amended bill was sent to C which showed a higher usage than billed by monthly direct debit for the previous two years. C complained and the Company reviewed the matter but stated that it was C's responsibility to provide regular readings so as to avoid such a situation. C states that the Company should have reviewed the account more frequently to prevent such a high bill accruing. The Company offered to reduce the bills and allow C to make repayments under a repayment plan.

The Ombudsman considered that the Company had acted in accordance with the regulations in reviewing the meter during the two year period but considered that it had acted in accordance with a minimum standard and so it should take some responsibility for allowing the matter to continue as C hadn't been providing readings regularly. The Ombudsman confirmed that the offer in reduction of the electricity bill was reasonable but the gas bill was to be reduced further. It was to make a credit to the account in recognition of the time taken to respond to correspondence, recalculate the monthly payments, and re-offer the two year payment plan.

### **1.19**

The company failed to update a prepayment meter with a price change. When the customer moved from the property the company advised the account was clear. The company then issued a bill and passed the account for recovery action. The company then realised its mistake however the recovery action continued.

In resolution the company agreed to clear the account and close it, provide an assurance that the customer's credit history has not been affected.

### **1.20**

C reviewed SP's billing for energy consumption and realised that the wrong tariff had been applied. Therefore, C had overpaid SP for a long period of time. C requested that the account be recalculated, which SP did, but the final amount was still incorrect. C complained to SP in writing and a further review was later undertaken and a further

refund was found to be due. C requested a letter of apology and some financial recompense for the poor customer service and billing errors.

The Ombudsman concluded that C had been incorrectly billed by SP, but the last recalculation was correct and the error had been rectified. However, C had received a very poor customer service from SP and the Ombudsman required SP to provide C with a further refund by cheque, a goodwill credit for the shortfall in customer care, a letter of apology and ensure that C's monthly Direct Debit payments were revised.

### **1.21**

C wants to transfer C's gas supply to a new Company but the existing Company would not authorise the transfer as there was an outstanding balance on the account. C has also questioned why the Company sent bills when C was on a prepayment meter. C has also complained that the Company has failed to reply to C's complaint letter.

The Ombudsman concluded that the Company was entitled to refuse authority for C to transfer the gas supply. The Company was instructed to contact C for an up to date meter reading, and issue a final bill. If C wished to transfer to a new Company then C must pay the outstanding balance, at which point the Company must provide authority for C to switch Company. The Ombudsman also decided that the Company had provided a poor level of service to C, and must credit C's account with a goodwill gesture, and send a letter of apology for the poor service provided.

### **1.22**

C complained that the company failed to recalibrate their meter following price rises. C also complained that the company turned their power off and on again, causing a power surge and equipment damage. The company stated that it had failed to recalibrate the meter on time and offered to reduce the arrears. C rejected this as inadequate.

The Ombudsman considered the offers from the company were adequate: it was not required to take responsibility for the power surge as there was no evidence to show that the company was responsible for it. However, the company was required to make an apology for the inconvenience and shortfall in customer service.

### **1.23**

C received a large bill as their account had been under estimated. The Company explained that it made regular attempts to read C's meter and asked them for up to date reads but they failed to provide these. The Company made a goodwill offer, which C declined.

The Ombudsman appreciated C's frustration but considered that if they had provided the Company with meter reads when requested the complaint could have been avoided. The Ombudsman considered the Company's goodwill offer to be reasonable. The

Company was required to fulfill its goodwill offer and make a payment arrangement with C.

#### **1.24**

C contacted the Company to provide final meter readings, before moving abroad. C was informed refund cheques would be issued in respect of the credit balance on each of the accounts. There was a delay in the Company closing C's accounts and issuing the refunds. The Company also sent C an incorrect final bill, which showed a large debit balance. C contacted the Company several times to try and resolve the issue, but did not receive a reply.

The Ombudsman considered the incorrect billing, and the delayed closure of the accounts to be reflective of a shortfall in customer service. It was noted that the Company had taken reasonable steps to reply to C's correspondence, but that C had experienced delays when trying to contact it by telephone. The Company confirmed C's accounts had been closed with a nil balance, and that a credit had been applied to one of the accounts as a goodwill gesture. However, the Ombudsman required the Company to make a further payment as a gesture of goodwill, in consideration of the customer service shortfalls, the inconvenience caused and the costs C incurred trying to resolve the complaint. It was also required to confirm in writing that the accounts had been closed with a zero balance.

#### **1.25**

The Complainant was concerned as the Company had misread the meter, overcharged and took a long time to investigate. The Complainant contacted the company by telephone and by letter and it found errors in its records and corrected them but the Complainant was still not satisfied and contacted the Company further but with no resolution. The Ombudsman investigated and found that errors had been made by the Company but it had not fully addressed the problem and further errors were still outstanding. The Ombudsman required the Company to further investigate correct the errors and liaise with the Complainant to ensure that all the issues had been addressed. The Company was also required to make a gesture of goodwill and send a letter of apology to the Complainant

#### **1.26**

C was unhappy as a large bill was received due to the Company billing using cubic meters rather than cubic feet. This was despite C's meter being read by Meter Readers on a number of occasions. The Company acknowledged the error and reduced some of the outstanding balance, however C remained unhappy.

The Ombudsman acknowledged that the Company had reduced some of the balance, but considered that a further apology and goodwill payment was required due to the nature of the error and the previous opportunities it had to identify it.

### **1.27**

C received a large bill from the company for backdated charges for gas used. C had supplied meter readings and the company had charged C per cubic meter instead of cubic feet for over two years. The company applied the billing code and offered a goodwill credit. C disputed the balance and was sent a deadlock letter.

The Ombudsman considered that the company had used the wrong date to back date charges from and required it to back date the charges from the date it sent out notice to C. The Ombudsman also required the company to provide an additional goodwill credit in recognition of the shortfalls in customer care.

### **1.28**

C was unhappy that the bill for C's property continued to be underestimated leading to a large bill, despite meter readings being taken. The company acknowledged an error had been made and offered C a goodwill payment and extended payment plan.

The Ombudsman considered that the Company should provide C with an additional goodwill payment in view of the number of opportunities to correct C's account.

### **1.29**

C was unhappy that a large bill was issued by the Company as transposed readings had previously been used on the account. The Company acknowledged the error and offered a goodwill payment.

The Ombudsman considered that the goodwill payment was appropriate in the circumstances and that C was ultimately liable for the outstanding balance. However, the Company was asked to consider amending the meter reading request letters with clearer instructions on how to provide readings.

### **1.30**

C was erroneously transferred from one Company to another, but was only aware of this, when 10 months after the transfer, C received a large bill from the old Company. C complained and the new Company transferred C back, but refused to offer any compensation for the problem that C now faced.

The Ombudsman decided that although the problem and the bill could have been less if C had noticed earlier and taken action (as there were indicators of a problem) it was unfair that the new Company blamed C and had not offered compensation. The new Company had to send a letter of apology and a goodwill gesture to C.

### **1.31**

C joined a company in January 2007 but the Company failed to set up accounts for C's gas and electricity. After 12 months C decided to leave and it was only at this point that C was provided with bills, despite complaining all year. The Company then chased C for payment of a bill even though C had paid it.

The Ombudsman decided that there had been a shortfall in customer service by C's Company and it had to increase its offer of a gesture of goodwill.

### **1.32**

C was asked to send their Company meter readings. When C did so, C discovered that they owed a large amount of money to the Company. The Company admitted that it calculated C's Direct Debit payments incorrectly and offered a reduction and a payment plan. C was unhappy with this and refused to accept the offer.

The Ombudsman decided that there was a shortfall in customer service as the Direct Debit was set far too low. The Company had only used a summer reading. The Company was required to double the compensation and also to double the amount of time on its payment plan.

### **1.33**

C had a billing dispute as they had changed Company and returned again in a matter of months. Incorrect meter readings were used which created a large bill. When C complained about this the meter readings were corrected and a new bill was issued which C still disputed. The Company asked for further information regarding payments made so that an investigation could be performed but C did not send this information. All charges on the bill were maintained.

The Company made two goodwill payments to C and wrote a letter to explain the charges.

### **1.34**

C received a very high bill from the Company and complained as the meter readings used had been estimated and did not match actual readings from prior dates. The Company took time to investigate this and discovered that another Company had taken over the supply in error believing it to be another household. C tried to progress the matter as it was ongoing for some twelve months and wrote letters to the Head of Complaints but failed to receive a reply.

The Ombudsman reviewed the matter and the Company explained the error that had been caused by the transfer of the wrong supply. C had not been billed at all during the time and the Company amended the bills using the actual readings taken previously. The Ombudsman was satisfied from the case notes that this had been done but required confirmation that the billing for the period was now cleared. The Ombudsman required

confirmation that C's credit rating would not be affected and a written apology for the distress caused and for the time, inconvenience and expense incurred.

### **1.35**

C moved into a property in which the company provided the gas. C decided to switch company. C began paying a new company and thought the account with the old company had ceased. In reality, the new company had an incorrect MPRN and did not transfer the supply from the old company. The new company closed its account and refunded C the payments that it had received. C complained that the original company still provided the gas. C tendered a sum of money in full and final settlement of the account which covered the period up to the failed transfer. The Company accepted the payment as a part payment. C complained that the company continued to demand payment after an offer had been made to settle the account. C complained about administrative charges being levied on the account for referral to debt collectors and C complained about customer service issues.

The Ombudsman directed that the Company should recalculate C's account having removed administration charges and maintain the offer of a payment plan. The Ombudsman further directed that the Company should write to confirm C's credit rating is unaffected and to apologise for the shortfall in customer service. The Ombudsman further directed that SP should make a goodwill payment.

### **1.36**

C and C's spouse moved into a warden controlled flat. C provided meter readings for gas and electricity but the Company did not provide a bill. The company set up a direct debit but C was concerned that the payments would not reflect usage. The company billed the account and there was a deficit as it had not reassessed the Direct Debit Payments after 12 months. The company eventually recalculated the Direct Debit to a level that was unmanageable for C following the death of C's spouse.

The Ombudsman directed that SP should maintain its offer of a goodwill payment and write to C with details of the First Start Programme

### **1.37**

C contacted the Company on moving into a property to set up an account. The Company failed to do this. C contacted the Company again and bills were sent. However, the Company closed C's account without explanation and set up a new account in C's name. It cancelled the charges on the previous account, but recorded the start reading incorrectly. Consequently, a meter reading it received did not fall in line with the start reading held. The Company arranged a site visit to check the meter reading, but could not gain access to the property. C moved out of the property and contacted the Company with a final reading. The Company corrected the start reading and billed the account correctly, which produced a large balance. C disputed the charges and considered payments had not been allocated to the account. The

Company requested proof of payment so the payments could be traced, but C did not provide this. The Company maintained the charges.

The Ombudsman was satisfied the final bill issued to C was correct and that the Company could not trace payments unless proof was provided. However, the Company's failure to set up the account correctly, explain the reasons for the changes to the account and note meter readings correctly was considered to be reflective of a shortfall in customer service. It was required to maintain its offer of an extended payment arrangement and apply a credit as a goodwill gesture.

### **1.38**

The customer changed electricity company, to the company however did not receive an accurate bill for a period of time despite sending in actual readings. The customer actively chased the company for an accurate bill and action on the case to no avail. When escalating the complaint the company failed to provide an adequate level of customer service and action the customer's requests.

The company agreed meter readings with the customer and corrected the meter details used, agreed to issue an accurate bill and apply a small goodwill gesture to the account.

### **1.39**

Due to an erroneous transfer C received bills for gas used from two companies. C requested a transfer to another company shortly after the erroneous transfer and commenced payment by Direct Debit. C then received demands for payment from the company which maintained it had provided the gas and demanded payment. This was not C's chosen company. C complained by telephone and in writing but continued to receive debt collection letters and threats of legal action. C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered that C's requested company should be given preference and the company was required to re-bill for the periods C had not been billed by the chosen company. The Ombudsman also required the company to provide a goodwill gesture in recognition of the shortfall in customer service.

### **1.40**

C complained about the companies billing of their gas and electricity account. C suggested that some of their standing orders have not been applied to the accounts in error. They also believed the supplied had been overestimating the charges.

From the information provided the provisional Conclusion was unable to establish if an error has occurred. However, it was clear that C had received poor customer. In full consideration of these points the supplied was required to, send a letter of apology, obtain accurate meter readings, and review the customer's payments if they supplied

bank statements. Make a goodwill credit, provide new up to date bills, and provide a full understandable breakdown of the account.

#### **1.41**

The Company had supplied C with electricity for some years but then sent a very high bill using an actual reading. C complained that an actual reading had been supplied to the Company some 12 months previously but this had not been used. C was willing to pay the charges from the date of the actual reading but not before. The Company acknowledged that it had not used actual readings before but that it was C's responsibility to check the estimates against actual usage. It stated that the bills were clearly marked as estimates and it had also made attempts to fulfill its obligations in attending the meter. It offered to reduce the bills by 25% in total and offered a repayment plan. It maintained that C was responsible for the usage and should have provided readings more promptly.

The Ombudsman considered that the Company had failed to use actual readings given by C and taken from the meter itself on four occasions over the three years. It had continued to use estimated readings and the provision of actual readings had made no effect on the billing. As the billing were not accurate and the complaint was received after July 2007, under the Code of Practice for Accurate Billing the bill was to be cancelled save for a twelve month period before the complaint. The Company was to calculate average consumption from the actual readings and calculate quarterly bills using the relevant charges for the period. It was to apologise for the failure to use the readings it held and give reward points as a goodwill gesture. The Ombudsman considered that the complaint had been handled appropriately.

#### **1.42**

C complained to the company after they accepted a refund of an account credit in good faith, only to later discover an incorrect meter reading had been taken. The company subsequently debited the same amount to the account, with C complaining this should have been written off in goodwill. The company made two goodwill credits to the account, with C also complaining about the company's failure to make promised call backs, respond to letters or provide regular updates on the complaint.

As the company had also acted in good faith from the incorrect information provided by the meter reading agency it was concluded that the company was entitled to debit the account accordingly. It was also concluded that C may have received some poor customer service, although the goodwill credits made to the account appeared to have already considered this issue.

In resolution the company was required to send a letter of apology for the meter reading error and the poor customer service received, in addition to providing written confirmation of the outstanding account balance and increased Direct Debit payment.

### **1.43**

C's meter was changed by Company. The final balance for the old meter was calculated incorrectly and transferred to the bills for the new meter. C complained but C's complaints were largely ignored by Company.

The Ombudsman was of the opinion that the Balance Company transferred was incorrect and required it to;

- Bill C for consumption on the new meter only;
- apply a credit to the outstanding balance;
- Send C a letter of apology; and
- offer C a payment plan for the balance, which took into consideration ability to pay.

### **1.44**

C complained to the company about standard charges appearing on their final electricity bill. C paid these in protest after the company suggested this was a business charge it had failed to previously bill in error. C confirmed this was a residential address, and evidence suggested this was the case. It was noted that C would have benefited from a commercial tariff being applied in consideration of their previous consumption. However, it was considered unreasonable for this point to be reviewed at this stage.

As the standard charge was incorrect, the company was required to provide a refund. It was also required to send a letter of apology and provide written confirmation that the account had been closed with a nil balance.

### **1.45**

C received a large bill from the Company, which had been re-billed as it had transposed C's meter readings. C complained to the Company and it offered either a small reduction of the balance if C made full payment, or to spread payment of the balance over a longer period. C agreed to neither and escalated the complaint. The Company then agreed to withdraw any charges older than two years, in line with the Industry Billing Code of Practice, but C remained unhappy and the matter reached deadlock.

The investigation welcomed the Company's admissions and the error was a clear shortfall in customer service. However, the investigation found that the Company should have applied the spirit of the billing Code when the account was initially re-billed, which it never. In addition, it was found that the Company had also back-billed C longer than the code stipulated. This was also viewed as a customer service shortfall. On this basis, it was proposed for the Company to apply a credit to C's account for any previously unbilled charges incurred for the said period, apply a further goodwill credit to the account, provide C with an apology, cease any debt recovery action, confirm C's credit status and also allow C to pay the outstanding balance over an extended period, as agreed.

#### **1.46**

C was unhappy that a number of errors had occurred on the energy account. The Company accepted that errors had been made on C's account and reduced an interim bill as a goodwill payment. However, C remains unhappy with the accuracy of the final bill and has received Debt Collection letters.

The Ombudsman considered that the Company had been reasonable in reducing the interim bill, but requested that it offer a further goodwill payment in view of additional customer service issues.

#### **1.47**

Erroneous Transfer took place. C had not consented to a transfer of their supply. SP apologised and assured C that it would transfer C back to original provider.

Ombudsman found that there had been a shortfall in customer service. A goodwill payment was proposed.

#### **1.48**

The Company failed to amend C's direct debit instruction in line with C's usage. C complained the Company had failed to read the meter for seven years. This was found not to be the case and the meter was read but due to a technical problem the company's records were not updated by the meter operators. The Company arranged a meter check however then failed to advise C of the results in a timely manner as promised. The Ombudsman concludes the Company failed to effectively administer this case and C experienced a shortfall in customer service at times. In summary the Ombudsman required the Company to maintain the previous goodwill gesture credit to the outstanding balance on the account; offer the extended payment plan; and to issue a formal letter of apology in view of the customer service issues raised.

#### **1.49**

C advises that they received an incorrect bill 12 months ago and this has not been amended. C also complains of unanswered letters. The Company advises C's account has been amended now and it did not receive all of C's letters.

The Ombudsman found that C's account had been correctly amended. There was evidence that C had not been responded to which was considered to be a shortfall in the service C received. The Company was required to apologise and award a gesture of goodwill in recognition of this.

#### **1.50**

C received a large bill due to estimated readings being used to bill the gas account for a period of two and a half years. The Company advises visits were made in an attempt to read the meter but it could not access C's property.

The Ombudsman found C also had an electricity account with the Company and when the Company advised there was no access to read the gas meter it had in fact read the electric meter. Both meters were inside C's property. It was found the meter operator did have access but either did not read the meter or pass the details on to the Company. This was considered to be a shortfall in the service C experienced. The Company was required to back bill C two years only, offer a payment plan to pay the outstanding balance off and apologise for any inconvenience caused.

### **1.51**

C received a large electricity bill for backdated charges. The company had taken meter readings but had continued to estimate C's bills resulting in a large bill which caused distress and anxiety. The company conducted a meter test which showed the meter to be recording accurately and offered a goodwill gesture and a repayment plan over an extended period.

The Ombudsman considered that there had been serious shortfalls in customer care causing distress and anxiety and required the company to make a goodwill payment and maintain the offer to reduce the balance of the account.

### **1.52**

C was unhappy their Direct Debit was reassessed quarterly rather than annually. The Company states this is done on all customers' accounts. C was unhappy they would have to make contact each quarter to keep the payments at the same level which is the reason they requested Direct Debit. The Company said this reassessment was done to avoid customers receiving large bills and to avoid building up a large credit.

C also complained that the call was terminated when the Company was busy.

The Company made a goodwill payment for inconvenience caused and also supplied C with a direct contact number and email address for future use.

The Company did not need to take any further action.

### **1.53**

C closed the account with the Company and gave final meter readings. The company did not use the readings and closed the account using estimates. The company issued a final bill to C which was disputed. C managed to get the final readings changed and the final bill amended. The company registered C's non payment of the disputed bill as a default on the credit register. C sought compensation. The company apologised and

made a goodwill payment. The Ombudsman directed that the company should make a further goodwill payment

#### **1.54**

C received an unexpectedly high bill. C queried this with the Company and realised that the meter details on the meter did not match those on the statement. C provided the details on the meter but the Company later advised that this was incorrect and an appointment was arranged to check the meter details. C heard nothing further from the Company and some time later the Company advised it could not find any details from this visit and a further appointment was arranged. During this time C continued to receive demands for payment. The Company did agree to place the account on hold. No one arrived at the next appointment and another one was made. The correct details were eventually obtained and the account was amended. The Company did offer a credit for the unsuccessful appointments. This cleared the account showing no outstanding balance. C asked for a goodwill gesture for the costs of phone calls made and for the distress that this had caused. The Company offered this to C but C remained unhappy with the amount offered. C later received a Disconnection Notice asking for payment of an outstanding balance.

The Ombudsman concluded that there had been a shortfall in customer service and required the Company to issue an apology, offer a goodwill payment for the shortfall in customer service, the cost of calls and the distress caused and to confirm that the outstanding balance had been withdrawn and the account amended.

#### **1.55**

C agreed to transfer energy services from the Company but soon found that the charges raised were incorrect. The Company accepted that a discrepancy occurred at the point of sale and offered a goodwill gesture credit. As the date stated was before September 2007 the Ombudsman could not offer any comment on the issue of mis-selling. It was found that C had been erroneously transferred.

The Company was required to send a cheque payment, as a goodwill gesture, the erroneous transfer time spent and inconvenience caused and sends a letter of apology for the service shortfalls highlighted in the report.

#### **1.56**

C had been a customer of the Company for several years and during this time and contacted it regarding the accuracy of C's meter readings and bills. The Company advised C that the matter had been resolved but C continued to receive dubious and different bills. Following escalation of C's complaint it was eventually found that the Company had not been billing C correctly since the account opened. The Company therefore recalculated the bill in accordance with the Industry agreed Billing Code, which removed a large portion of the balance of the bill. However C remained unhappy and the dispute was not resolved.

It was clear to the investigation that the Company had already acknowledged its error of not billing the account correctly for several years but also that it had since applied a credit in line with the Billing Code in order to rectify this. Nevertheless, the investigation also considered that C had received a shortfall in customer service in this regard and, therefore, a further goodwill payment was proposed, along with an apology. As C had since left the Company, it was also proposed for it to ensure that any credit balance remaining on the account once the final bill had been paid was refunded to C.

### **1.57**

C moved into a property and was given the previous tenant's electricity prepayment key. Upon contacting the Company, C was informed that they had been paying off the previous tenant's debt. This led to further problems as C returned the key, but was not provided with another one. The Company then said that C was not owed any money as C had not paid off any debt; not only this but C owed it over five hundred pounds, but the Company was willing to waive this. C thought they were still due a refund and came to the Ombudsman's Service.

Upon investigation it was discovered that C owed the five hundred pounds but the Company had waived this. C had not paid any of the previous tenant's debt. The Company was required to send a letter of apology and a goodwill gesture to C.

### **1.58**

C switched Energy Company the Company took a final meter reading and advised a final bill would follow. The bill that followed was incorrect as it had used readings based on a 1 phase meter instead of a 2 phase meter. C complained to the Company but company didn't resolve to C's satisfaction.

The Company has offered to refill account using the correct type of meter reduce the bill as a goodwill gesture and set up a payment plan.

This Ombudsman considers the offer reasonable and has not had to investigate as this was done as a PICC.

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

### **6.1**

C complained to the company about the billing of their account. On review it was clear that a number of errors had occurred; the opening reading was incorrect, the supplied failed to correctly set up the Direct Debit for dual fuel payments, actual readings were dismissed and incorrect estimated readings led to considerable undercharging on the

account. The company concluded all charges were correct and in line with the back-billing code.

However, the review concluded that if the spirit of the back-billing code was applied many of the charges should be cancelled. As the errors were a result of poor customer service and administrative errors on the companies' part, it was concluded that additional charges should be cancelled as a gesture of goodwill.

In resolution the company was required to send a letter of apology, make a goodwill credit, provide a breakdown of the account, and arrange a payment plan.

## **10.0 Billing - Missing Payment**

### **10.1**

C was unhappy a large final bill was received based after missing payments to the account and the Company not recalibrating the prepayment meter. The Company acknowledged that it had not recalibrated the prepayment meter and removed some debt as per its prepayment debt policy. The Company confirmed that it had not found the missing payments and would require proof of payment

The Ombudsman considered that the Company was reasonable in applying its debt prepayment meter policy, but should take provide C with a goodwill gesture in view of missed opportunities to recalibrate the meter and shortfalls with how the complaint was handled. The Company was also asked to provide a detailed breakdown of how the outstanding balance accumulated.

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

### **11.1**

C complained that the company failed to provide an accurate bill for many months after a meter was changed. C complained, but the company stated that C was being billed correctly for one type of meter, when they had another. After C complained to the Ombudsman the company investigated the case again and stated that there had been delays in its system being updated. It offered to reduce the bill and provide a payment plan. C rejected the offer as being inadequate.

The Ombudsman decided that a further reduction to C's billing period was required and that an additional goodwill payment and apology were required. However, the company was not required to waive the whole debt, as C had requested, as this was considered excessive.

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

### **14.1**

C complained that the company sent a large arrears bill. C queried this and the accuracy of their meter. The meter was found to be accurate, but the company offered to reduce the bill. C rejected the offer as inadequate and wanted more of the bill cancelled. C also complained that the company kept sending reminders and threats of debt collection. The company acknowledged that the block on C's account had been removed inadvertently.

The Ombudsman decided there had been poor customer service for C, but that the company had been correct in applying the arrears. The goodwill gesture from C was also considered adequate. The company was however, required to make an apology for the shortfall in customer service over failed call backs and provide a full account breakdown of C's account, with an explanation as to why the balance has accrued.

### **14.2**

C disputed the final bill with the Company. C complained that the Company attempted to take full payment by Direct Debit which caused C to incur bank charges. C complained to the Company but received no resolution or response. The Company said that C's bills had been estimated for a year which was why the final bill balance was higher than expected. The Company said it had now credited the account with the bank charges incurred.

The Ombudsman examined C's bills and concurred that the balance had accumulated because C had been billed to estimated readings for one year. As a Company is only obligated to read a meter every two years then the Company had not done anything wrong. The Ombudsman required the Company to recalculate the account to apportion the usage more fairly, ensure the refund for the bank charges was credited, award a nominal goodwill payment, arrange a payment plan and send a letter of apology.

### **14.3**

C complained that the Company has made errors with C's account due to incorrect meter readings, incorrect account credit refund and reduction of payments. C also complained that the Company took payment of the final bill by Direct Debit when C had requested it take no payment. C requested a 50% refund of the final bill amount. The Company said that C had been billed incorrectly as the Meter Operator had provided it with an incorrect meter reading. The Company said it had explained this to C and offered a goodwill payment. In relation to the final bill amount, the Company said that it received no contact from C to arrange a payment plan and so the full amount was taken.

The Ombudsman said that the Company could not be blamed for the fact that the Meter Operator provided an incorrect meter reading. As C did not dispute the bill then the Company had no reason to doubt the reading provided. The Ombudsman also noted

that the Company did investigate once an actual correct reading was used to bill the account. In relation to the final bill, it was also evident that C had not contacted the Company about a payment plan or requested that it did not take payment in full. In recognition of any service shortfalls received the Ombudsman required the Company to award a nominal goodwill payment and send a letter of apology.

#### **14.4**

TP complained that the Company failed to bill C for two years and failed to also read the meters. C then received various final bills from the Company and proceeded to dispute the charges raised. TP remained dissatisfied with the Company's response and offer of goodwill. The Company said it had billed C correctly and its offer of goodwill as viewed as reasonable.

The Ombudsman was concerned that the Company closed C's account for no reason. The Ombudsman also noted discrepancies with the bills C had received and the amounts quoted by the Company in its report. In recognition of the service received the Ombudsman required the Company to award a goodwill payment equivalent to the outstanding balance and send a letter of apology.

#### **14.5**

C provided actual readings to the Company however the Company later informed C that the reading could not be used as it did not appear to fit with previous readings. It was eventually discovered that since opening the account C had been billed on a four digit imperial meter whereas it was actually a five digit metric meter. The Company re-billed the account however this left a large outstanding which C continued to dispute. The Company did offer a goodwill payment to reduce the amount but C remained unhappy.

The Ombudsman concluded that the problem should have been discovered much sooner and that the Company had not acted upon actual readings provided. The Ombudsman required the Company to issue an apology, clear any previously unbilled charges prior to one year before the corrected bill was issued, confirm that the account had been estimated as accurately as possible apportioning charge over any price changes, credit the account with a goodwill payment for the shortfall in customer service and to offer a suitable payment plan to allow C to pay the outstanding balance taking into account C's ability to pay.

#### **14.6**

C complained that the Company failed to read C's gas meter for 30 months. C complained about the accumulated balance because C's usage had been underestimated. C remained dissatisfied with the Company's response. The Company said it had applied the Billing Code of Practice and removed all debt older than two years old. The Company had also awarded a nominal goodwill payment and offered C a payment plan.

The Ombudsman was concerned that the Company failed to read a gas meter for more than two years. This was viewed as unacceptable and constituted mismanagement of the account. The Ombudsman was however satisfied that the removal of debt older than two years was acceptable in recognition of the accumulated balance. However, in recognition of the failure to read the meter for such a long time and in recognition of C's call and postage costs, the Ombudsman required the Company to award a further nominal goodwill payment. In addition the Company was required to provide C with energy efficiency advice and arrange a suitable payment plan.

## **26.0 Transfer - Incorrect Billing**

### **26.1**

The Company had provided a gas and electricity supply to C. C then transferred both to another Company after finding one cheaper. C was on a gas prepayment meter and so sent the card key back to the original Company. This Company confirmed that the gas supply remained with it. It did not receive any payments from C as these were being made through a validated card meter key which had been provided by the new Company. The Company then sent out a bill 6 months later to prompt a meter reading and C maintained the supply had moved. Following conversations between the Company and C a complaint was submitted to Energywatch and subsequently the Ombudsman. The Company stated that it had notified C on a number of occasions that the supply had not transferred and the payments made to the latest Company C though as supplying the energy should be transferred. C would not accept that a debt was owed to the initial Company as payments were being made regularly and so debt recovery action was commenced.

The Ombudsman believed that the original Company remained the Company of the gas and that a transfer had taken place with the meter details of the property above C's. It was to check the Meter Point Reference with the National Grid and confirm this with the new Company. It was to offer to help C pursue the amounts paid and transfer these to reduce the outstanding bill. Any outstanding amount should be paid by C under a repayment arrangement with the Company. The Company was to provide the telephone number of the National Grid so C could check the property details for peace of mind, and the Company was to fully and clearly explain how the error could have occurred. It was to apologise for not providing this sooner. The debt recovery action was to stop and C's credit rating was to be cleared of any adverse effect.

### **26.2**

C requested transfer of supplies and contacted the Company. C then received invoices from two Companies'. The Company advised that when being contacted the incorrect MPAN numbers were provided which meant that an Erroneous Transfer was made to the other Company. The Company offered a goodwill gesture for any inconvenience. The Ombudsman found that the Company had acted correctly in requesting an

Erroneous Transfer and clearing all charges raised to date. However, C was not shown a level of service normally expected

The Ombudsman required the Company to make a goodwill gesture payment by cheque, confirm that the account is closed with a nil balance and send a letter of apology for the service shortfalls highlighted in the report.

## **48.0 Sales - Mis-selling**

### **48.1**

C signed up to an agreement with the Company and agreed a set Direct Debit (DD) payment. Once the agreement commenced it was found that the DD payments had increased. The Company accepted that an error had occurred when setting the DD payments at the point of sale. The Ombudsman found that C had been mis-sold the agreement at the point of sale and not been shown a level of service normally expected by the Company.

The Ombudsman required the Company to re-calculate the difference in charges raised from the start of the agreement and clear the difference in charges raised to date from the £94 per month DD to what was charged to C's account, make a goodwill gesture payment, by cheque and send a letter of apology for the service shortfalls highlighted in the report.