

**1.** In the process of changing energy supplier a customer provided meter readings to the losing supplier. In accordance with industry set procedures, these could not be used until conformation was received from the new supplier that it had taken over the account. When this confirmation was received, the readings provided by the new supplier were different to those provided by the customer. The customer disputed this. The supplier was unable to resolve the complaint and so it advised the customer that the Ombudsman Service may be able help to give an independent view.

After looking at the evidence from both parties, the Ombudsman considered that the supplier had acted within industry procedures and had made real attempts to resolve the problem. However, on the balance of the evidence provided to her the Ombudsman decided that the meter reading provided by the customer should stand. The supplier was required to amend both the opening and closing meter readings on the account; credit the account with the new balance for the disputed period and to provide written confirmation that the customer's credit rating was unharmed. A goodwill payment was also required.

**2.** A supplier changed a meter but then failed to update its system to confirm that this had been done. Because of this a customer didn't receive a statement for a considerable period and when it arrived the costs were high. The customer was unhappy with the resolution offered by the supplier and asked the Ombudsman to look into the complaint.

The Ombudsman decided there was a clear shortfall in customer service in the handling of this complaint. The Ombudsman also noted that the supplier had collected two payments from the customer without authorisation. She required the supplier to make a payment, for goodwill, which was equal to 20% of the outstanding balance and to arrange a repayment plan for the outstanding amount. The supplier was also required to provide a refund of the unauthorised payments, to make a payment, for goodwill, for its poor level of customer service and to make a formal written apology to the customer.

**3.** Following a change of supplier a customer complained that the new supplier failed to correctly set-up an account and to read two electricity meters at the customer's property. No bills were received for nine months despite the customer making every effort to pursue the matter with the supplier.

In her summary the Ombudsman considered that the supplier had been negligent in the level of customer service it had given to the customer. She required the supplier to provide a letter confirming the activation date of the account then giving an accurate outstanding balance from this date. With this done the supplier was required to apply a 10% discount to the entire bill, to give a credit, towards the cost of expenses and to issue a formal letter of apology.

**4.** A customer complained that a supplier changed the customer's meter, failed to set it at the correct rate and failed to update its own records that this change had been made. Because of this the meter collected additional contributions towards a debt that did not exist and the supplier couldn't adequately explain the reason for the increased costs. The customer was dissatisfied in the way the complaint was handled by the supplier.

The Ombudsman required the supplier to update the meter exchange on its records and to ensure that the meter was set to charge at the correct rate. The supplier was required to review the accounts and to refund any overpayment. In addition the supplier was required to make a payment, for goodwill, in recognition of the costs the customer had incurred and to issue a formal letter of apology which included an assurance that the customer was being charged at the correct rate.

**5.** A customer complained that the supplier had overcharged for the units used. The supplier checked the billing and confirmed to the customer that the calculations were correct. The customer could not agree with the supplier's claim and sent letters of complaint. The supplier responded to the letters, but was unable to satisfactorily explain to the customer why the bills were correct.

The Ombudsman noted that the supplier had charged correctly but that the bill format had changed resulting in the confusion regarding the different levels of billing. However, the supplier had not explained this to the customer. The supplier was required to issue an apology for the failure to simply explain the change of format and to issue a small goodwill credit for the shortfall in customer care.

**6.** A customer received notification from a supplier that it intended to make a large charge for backdated services. Following a complaint the supplier reviewed the account and found that it had been provided with the necessary metering information but had failed to use it. The supplier offered to reduce the outstanding amount but the customer declined and brought the complaint to the attention of the Ombudsman.

The Ombudsman decided that it was unreasonable for the supplier to demand payment after such a long delay. The supplier was required to reduce the period that it was charging for and to make a repayment plan available to the customer for the balance. The supplier was also required to make a credit, for goodwill, to represent the poor level of customer service it had given to this customer.

**7.** A customer complained to a service provider after a promised refund was not received. Following the complaint the supplier apologised and stated that it would reinstate the refund. In error the supplier then cancelled the refund and levied a new charge. The customer was unhappy with the way the supplier had attempted to resolve the complaint and asked the Ombudsman to investigate.

After the Ombudsman had accepted the complaint for investigation, the supplier contacted the customer and offered to complete the full original refund, also to make a payment for goodwill and to cover expenses. The Ombudsman considered this a reasonable offer and required the supplier to put the offer in place. In addition the Ombudsman required the supplier to make a formal apology for its poor customer service and to ensure that the customer's credit rating was not adversely affected.

**8.** A customer complained after receiving a bill for a greater amount than was usual. The supplier investigated and discovered that the customer had been billed using

incorrect data. Though the error had been spotted the supplier failed to take full corrective action. The customer received an even higher bill then letters threatening legal action if full payment was not received.

The Ombudsman investigated and decided that supplier should correct the account using the correct data, and then make a payment, for goodwill, which included an amount to cover the customer's reasonable expenses. In addition the supplier was required to send a letter of apology and to guarantee in writing that no adverse information had been recorded against the customer's credit file.

**9.** A customer received an unexpected bill for charges going back some considerable time. The supplier stated that the customer had been undercharged because of a clerical error which occurred after a meter was installed seven years ago.

From the evidence presented to her the Ombudsman could see that the charges were correct but there was clear evidence of poor customer service on the part of the supplier in the way this account had been administered. The Ombudsman required the supplier to reduce the balance of this bill by 50% and to arrange a mutually acceptable a repayment plan for the balance. The Ombudsman also required the supplier to make a payment, as a gesture of goodwill, and to send a formal letter of apology.

**10.** A customer received a bill covering a period of 20 months because a supplier had underestimated costs. After a complaint the supplier offered a 35% reduction on this charge with a repayment plan over three years for the balance. The customer rejected this offer.

In her summary the Ombudsman required the supplier to confirm the total amount of the undercharge and to comply with its previous offer to reduce this amount by 35%. It should also reinstate its offer to put in place a payment plan for the balance to be paid over three years. In addition the Ombudsman required the supplier to assess the usage for this customer and to reset the monthly payment schedule accordingly. The supplier was also required to issue a letter of apology.

**11.** A customer received a reminder for payment letter from a supplier though the customer had no outstanding bills. The customer sent several letters to the supplier notifying it that all bills had been paid. The supplier stated that it did not receive these letters but some time later confirmed that it had applied the customer's payments to the account. The customer asked for an explanation as to why the payments had not been registered but was unhappy with the explanation offered.

In her summary the Ombudsman noted that the supplier had explained why the problem occurred and had apologised to the customer for the delay. Although the supplier had not responded directly to some of the customer's questions, it was the Ombudsman's opinion that the missing information would not have a substantial benefit to the customer. The Ombudsman recognised that customer service problems were largely to blame for this complaint and required the supplier to issue a credit, for goodwill, to the customer's account. The Ombudsman also noted that the supplier had failed to respond

to a third-party which had been authorised by the customer. The supplier was required to write a letter of apology relating to this.

**12.** A customer complained that a supplier had offered prices which it did not confirm in writing and had not applied to the customer's account. The customer complained and the supplier investigated, and discovered that the account had been incorrectly set up. The account was corrected and an apology was offered to the customer. The customer remained unhappy with this solution and raised the complaint with the Ombudsman.

The Ombudsman decided that there was evidence of poor customer service and required the supplier to give a written apology and a credit, for goodwill, for the poor service received and to send written assurance that prices would be applied as expected. In addition the supplier was required to send a recalculated bill showing the corrective action taken and the credits it applied.

**13.** A customer complained that a supplier was sending aggressive debt collection letters, though the customer had no outstanding bills. The supplier investigated and found that the account was clear. The service provider could not explain why these letters were being sent but they continued to arrive. The customer gave the supplier a reasonable time to resolve the complaint then raised the matter with the Ombudsman.

Following a full investigation the Ombudsman decided that the supplier had not explained the situation sufficiently well and that the debt collection method was inappropriate. The supplier was required to make an apology for the debt collection letters and the poor customer service it had demonstrated. It was also required to confirm cancellation of the debt, including an administration fee and to make a further goodwill payment to the customer.

**14.** A customer complained that a supplier had incorrectly billed for services a long time after it knew that there was an error on the customer's account. The customer considered that the supplier should waive the arrears. The supplier investigated the complaint and offered to reduce the arrears by half, allowing a long defined period for repayment of the balance.

The Ombudsman considered that the offer made by the supplier was generous as the customer could have identified the error and brought it to the attention of the supplier, sooner. The customer also complained of a shortfall in customer service, though the Ombudsman could find no significant evidence of this. The supplier was required to honour the offer it had previously made in full and final settlement of the dispute.

**15.** A customer complained that a supplier had incorrectly sent a bill for costs after the date the customer had moved house. The customer complained that the supplier had lost some information sent to it which included original documents. The supplier investigated and confirmed that the customer had paid all outstanding bills. It could not find the items that the customer stated had been lost. The supplier offered to reimburse the customer for any expense incurred obtaining duplicates.

The Ombudsman considered that there had been a shortfall in customer service, but that the methods used to resolve the problem were appropriate. The supplier was required

to make a payment, for goodwill, for the poor customer given. It was also required to give a written apology and to provide written assurance that it would refund any legitimate costs accrued by the customer in obtaining copies of the lost documents.

**16.** A customer complained that a supplier failed to bill the account at the agreed rate. The supplier reviewed the complaint and concluded that it could not resolve the dispute to the customer's satisfaction.

The Ombudsman required the supplier to credit the customer's electricity account with an amount to cover the period when the customer was not billed at the correct rate and to send a letter of apology which included an assurance that in future the account would be correctly billed.

**17.** A customer complained that the supplier failed to complete a change of address accurately and failed to send bills correctly. The customer complained but the supplier did not complete the request to the customer's satisfaction and they complained again and supplier failed to respond until referring the issue to the Ombudsman. However, the supplier then made a goodwill gesture and an apology.

The Ombudsman considered there had been a shortfall in customer service for, but that the later offers, albeit belated, were appropriate. The supplier was required to complete the offers of goodwill and make an additional goodwill credit for the shortfall in customer service. The Ombudsman recommended that the customer was to contact the supplier with the details it requested, to avoid mistakes in setting up the account correctly at the new address.

**18.** A customer complained that a supplier failed to provide information about an increase in tariff. Because of this the customer was undercharged. The supplier accepted its error and agreed to set the customer's pre-payment meter to clear the disputed amount. The customer asked the Ombudsman to give an independent view.

After an investigation the Ombudsman accepted that the supplier had made a generous offer. She decided that the supplier should be required to stand-by this offer, which it should put in writing to the customer, along with an apology for the error.

**19.** A customer complained that a supplier sent aggressive debt collection letters after an account had been incorrectly billed. The supplier investigated and found the customer's claim to be correct. The customer was offered a reduction by the supplier but this was rejected and the Ombudsman was asked to decide.

The Ombudsman considered that the supplier had not explained the situation sufficiently well and that it had made three major errors, resulting in poor customer service and incorrect bills. The supplier was required to make an apology for the aggressive debt collection letters and poor customer service and to cancel a percentage of the debt, including an incorrect refund.

**20.** A customer complained that an account was not properly set up and that the billing was incorrect. The customer stated that they attempted to pay the supplier, but its systems failed. The supplier stated that it could find no trace of the complaint correspondence and acknowledged there had been technical issues for many of its customers. This was not however, relayed to the customer.

The Ombudsman considered the customer had experienced poor customer service from the supplier, including the escalation of debt collection action, which was not specifically addressed by the supplier; it was required to make a goodwill payment and an apology.

**21.** A customer complained that a supplier added an incorrect charge to an account. The supplier investigated and justified the charge, but conceded that it was not well explained to the customer so it offered to reduce the outstanding balance. The customer was unhappy with this offer.

Following her investigation, the Ombudsman considered that the offer was generous. She required the supplier to honour its offer and to send the customer an apology for the poor explanation it had previously given.

**22.** A customer transferred service to a different supplier, requesting a final bill from the losing supplier. This bill was sent to an incorrect address. As the bill was unpaid it was referred to a debt collection agency. The customer queried the account and the supplier acknowledged its error. The customer paid the outstanding balance and the supplier issued a goodwill payment. The supplier then failed to recall the account from the debt collection agency which continued to send demands for payment.

The Ombudsman noted that the supplier had tried to resolve the matter but a final shortfall in customer service meant that the debt collection activity continued. The supplier was required to issue a written apology, confirmation that it had closed the account with a nil balance and to issue a payment, for goodwill, to cover the cost of credit reports.