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1.0 Billing

1.1

C complained that the supplier sent a large arrears bill. C complained and the supplier stated it was due to estimated readings being used. The supplier reviewed the account, accepted the explanation from C, recalculated C's bill and offered to waive a large proportion of the balance.

The Ombudsman considered the offer from the supplier was appropriate. It was to maintain the offer of a payment plan and to reduce C's balance. The supplier was also required to apologise in writing for the shortfall in customer service, particularly the failure to use meter readings when calculating C's bills.

1.2

C received a very high bill from the Supplier for charges not previously raised due to using estimated readings. The Supplier subsequently recognised that C was elderly and agreed to apply the spirit of the Code of Practice for Accurate Billing and reduce the charges save for the prior twelve months. A figure was agreed by telephone and subsequently confirmed by letter. C reluctantly agreed this and the matter were considered closed. The Supplier then contacted C to apologise for making an error and crediting more to the account than it should have. It then credited a further amount as a gesture of goodwill and C complained that the Supplier had gone back on the agreement.

The Ombudsman considered that had a figure not been agreed between the two parties then the application of the spirit of the Code was an appropriate gesture for the failure to bill correctly. However as an amount had been agreed, C had been caused further distress when this was rescinded and as C was potentially vulnerable the Supplier was to honour the original figure. The Ombudsman considered that the Supplier had handled the complaint appropriately even though its position was maintained and no other action was required in addition.

1.3

C transferred gas and electricity to Supplier and agreed on a monthly payment via Direct Debit. The DD failed to collect and C was left with a large outstanding balance. C asked Supplier to substantially reduce the outstanding balance, but Supplier refused. Supplier has already credited C's account with a goodwill gesture and has offered to add a further credit. Supplier has also offered C a three year payment plan to reduce the outstanding balance which C has declined.

The Ombudsman decided that Supplier should offer a further goodwill gesture, and considered the extended payment plan was fair and reasonable. The Ombudsman also

asked Supplier to provide energy efficiency advice to C as the outstanding balance appeared disproportionate to the original monthly payment. Supplier was also told to send a letter of apology to C for the poor level of customer service.

1.4

C was concerned that a large bill was received after two and half years despite there being confusion with who was C's supplier. The Supplier acknowledged that there had been problems with the management of C's account and applied the Billing Code of Practice.

The Ombudsman felt that it was appropriate for the Supplier to apply the Billing Code of Practice, but considered that an additional goodwill payment was indicated in view of the missed opportunities there were to correct C's account.

1.5

C had a prepayment meter however this was later removed by the Supplier and a credit meter fitted. C then received a bill showing an outstanding balance. C queried this as having a prepayment meter C believed that nothing was owed. The Supplier agreed to look at the problem however C continued to receive bills. The Supplier later advised C that the balance was correct.

Following the Ombudsman's request to the Supplier for a case file, the Supplier agreed to withdraw the balance and offer a goodwill payment to cover any expenses incurred. The Ombudsman had confirmation from both parties that the complaint was resolved.

1.6

C had been a customer of the Supplier since 2000. When the account was set up, it had the incorrect details of the meter type which resulted in undercharging and incorrect billing. The problem was noticed by the Supplier and it immediately used the ERA's code of practice for accurate bills and deleted any charges prior to two years and after contact by C, ensured a further year was removed. The Supplier also did not re bill the account to ensure that C was paying the incorrect amount which was beneficial to the complainant.

C was unhappy with this response and did not wish to pay any back charges when it was the Suppliers error.

C also had problems with customer service as some of his emails were not responded to nor were their holidays taken into account.

1.7

C complained that when C transferred to another supplier the supplier asked for a payment of back charges despite the meter being a token meter. The supplier advised the charges were due to the token not being recalibrated after a price change. The supplier applied a credit, but maintained the rest of the charges.

The Ombudsman was of the opinion that the supplier could have taken steps to recalibrate the meter sooner and therefore prevented the charges from building up. The Ombudsman required the supplier to clear the outstanding balance as a goodwill gesture.

1.8

C complained that when C transferred to another supplier the supplier asked for a payment of back charges despite the meter being a token meter. The supplier advised the charges were due to the token not being recalibrated after a price change. The supplier applied a credit, but maintained the rest of the charges.

The Ombudsman was of the opinion that the supplier could have taken steps to recalibrate the meter sooner and therefore prevented the charges from building up. The Ombudsman required the supplier to clear the outstanding balance as a goodwill gesture.

1.9

C's bills were estimated and when the Supplier received an actual reading, a catch up bill was sent to C. C disputed the bill and made several complaints to the Supplier. The Supplier drastically reduced the bill but C continued to complain. C experienced a poor level of customer service.

The Ombudsman was of the opinion that a shortfall in customer service had occurred as the supplier had failed to take actual meter reads. However, it was considered the bill reduction adequately compensated for the shortfall. The Supplier was required to write a letter of apology and arrange a payment plan with C.

1.10

C contacted the Supplier to inform it they were being billed incorrectly as the meter readings were the wrong way around. The Supplier did not address this properly or in a timely manner.

The award was to ensure C was on most suitable tariff, to ensure there was no detrimental affect on a credit file, to issue a letter of apology and to make a goodwill payment.

1.11

C complained that as they had a prepayment card there should be no debt. C discovered they were in debt. C complained to the supplier and was told there was an error. C then received another bill which included more debt. C complained and was advised it would be investigated, but when C called for an update they were told it would take more time. In the New Year C was told the balance would be written off but C did not have this confirmed. The supplier stated C had cancelled meter exchanges that were needed as that did not want a prepayment meter. The supplier made an appointment to fit a credit meter and explained that a reduction would be applied after this. C agreed to this remedy.

1.12

C advises they moved house and requested their supply be transferred to a new supplier; this did not happen. C advises his current supplier blocked the transfer and has not used the meter readings he has provided. The Supplier advises it has blocked his supply transferring on the grounds that monies are outstanding on the account and that it has never received any readings from C.

The Ombudsman found that the Supplier did not receive a request of transfer until some time after C had moved in. At this point there were outstanding monies owing on the account and C's Supplier was within its rights to block the transfer. No evidence was found to suggest that C had supplied meter reading to their Supplier. The Supplier is required to provide a single point of contact for C to provide their readings to and bill C accordingly. Once the outstanding balance is cleared C would be free to change suppliers.

1.13

C complains that the Supplier incorrectly read C's meter for four years and received an inaccurate bill. The Supplier investigated and agreed a resolution with C before the Ombudsman conducted a review of the complaint.

1.14

C had been with the Supplier for several years and had paid by Direct Debit always being in credit. C then received a bill showing a large outstanding balance. C queried this with the Supplier and discovered that it had been incorrectly calculating his account using a four digit imperial reading rather than a five digit metric reading. The account had now been re-billed to reflect the metric readings. The Supplier advised that the reason for this was that the account had been transferred onto a new billing system and at this time the reading had been incorrectly entered to be a four digit reading. This was not realised until several years later when a Data Collector gave a five digit reading to the Supplier. The Supplier sent several bills to C for varying amounts. The Supplier offered a reduction on the bill and a payment plan however C was not happy with this. It was later agreed that the Supplier would clear any charges prior to two years

The Ombudsman concluded that there had been a shortfall in customer service and required the Supplier to issue an apology, maintain the offer of a reduction and to clear the charges prior to two years, offer a further goodwill payment to reflect the shortfall in customer service and offer a suitable payment plan taking into account C's ability to pay.

1.15

C complained that the billing for gas usage was very high and challenged the accuracy of the billing. The meter was replaced but SP said this was due to age and not a fault. A meter accuracy test was carried out which SP said showed the meter to be accurate but it never provided a copy of the report to C. This was considered poor customer service. After C's meter was changed it was established that there was a leak that was repaired. This provided what should be a stable and accurate platform from which an average daily usage could be established and this was to then be compared to previous billing.

SP was required to provide a letter of apology for the poor customer service experienced in this case, to provide a goodwill gesture, in the form of a credit to reflect the poor customer service established in this investigation and to use its best endeavors to obtain and provide a copy of the meter accuracy test. SP was also required to carry out a comparison of three months average daily gas consumption, since the date the meters was repaired after a gas leak and then use the result of the comparison to establish the average daily gas consumption over the three month period since that date. SP was to then recalculate C's billing since the date of the first report to SP on the basis of that average daily usage. If the recalculation reveals that there has been over-payment this was to be accounted for and refunded in the form of a cheque. If there had been no over-charging the billing would remain as it has been charged originally. Additionally, SP was to refund the meter accuracy test fee if it was established that there had been over-charging taking place. If this was not the case the fee should remain payable.

1.16

C received a large electricity bill due to estimated readings, C complained to SP and C wasn't happy with the outcome of SP's investigation.

SP have offered a goodwill gesture, in recognition of a shortfall in customer service.

The ombudsman considers the offer of compensation satisfactory but proposed it offers a further goodwill gesture in recognition of a shortfall in customer service

1.17

C paid by Direct Debit on a monthly payment plan and the supplier reduced the amount. C contacted the supplier to dispute the amount as it was set too low. The supplier did not increase the amount which led to arrears building up on the account. C received a call asking to increase the Direct Debit to an unacceptable amount and C complained.

The supplier offered a goodwill credit and a repayment plan over 18 months. C wanted the debit balance cleared and complained to the Energy Supply Ombudsman Service.

The Ombudsman considered C was responsible for payment for electricity used. However, there had been shortfalls in customer care and the Ombudsman required the supplier to provide a further goodwill credit which would allow C to pay off the arrears over 12 months at C's original repayment figure.

1.18

C had queried an energy bill, but was unable to get a response from SP to clarify the outstanding balance. Therefore C declined to pay the bill over a significant time period. SP confirms that the outstanding balance is required to be paid and will not permit a transfer to another supplier as requested by C.

The Ombudsman considers that C is liable for the outstanding balance, but found that SP could have assisted with C's query. Therefore SP were requested to provide C with a goodwill payment and to set up a suitable payment plan to allow the outstanding debt to be cleared.

1.19

C complained that the Supplier failed to increase monthly payments to cover usage. C believed that the Supplier's failing had caused a debt to run up on two accounts. C complained to the Supplier verbally on many occasions, but C was unhappy with the offer of a small credit to each account. C asked for both accounts to be cleared as a gesture of goodwill for the mistakes made.

The Ombudsman noted that the Supplier had issued regular statements to C meaning that C had the option to increase payments to cover ongoing usage. There was no evidence that C had queried the increasing debt on the accounts. The Ombudsman explained that usage is only reviewed on a yearly basis and the Supplier would not have had cause to review the account earlier than it did. The Ombudsman required the Supplier to provide the goodwill payments previously offered, along with an agreed payment plan for C to clear the balances on the accounts.

1.20

C complained to the supplier after receiving a large gas bill. The supplier admitted in had failed to bill the account for some time due to an error setting up the account. The supplier offered to make a reduction in light of this problem, in addition to setting up a payment plan. These offers were accepted by C. C later complained after the supplier increased their Direct Debit payments. The supplier advised that the previous payments had failed to clear the balance due to rising prices. C remained unhappy and asked the supplier to cancel the remaining balance. The supplier refused, and C left the company.

Although a billing error had occurred, it was concluded that the supplier was entitled to pursue the full outstanding balance in line with legislation. The offers made by the supplier were welcomed as it was under no obligation to make a reduction of offer a payment. The supplier notes showed a further payment plan was offered by the supplier after C left the company. As this appeared reasonable, the SP was required to maintain the payment plan offer, provide written confirmation of this, and send a further letter of apology.

1.21

C contacted Supplier to ask if C's payments were covering ongoing consumption. Supplier advised that there was a credit on the account and sent a refund to C. There was no credit on C's account when the refund was sent and future bills showed a large debit balance. C complained and Supplier offered a credit to the balance and payment plan.

The Ombudsman was of the opinion that Suppliers offer of resolution was sufficient in this case and required Supplier to maintain its offer.

1.22

C received a large final bill which they queried. C thinks this bill is incorrect and would like it waived. The Supplier advises the bill is the result of using estimated readings for a period of time.

The Ombudsman found C's bill was correct and as a result of the Supplier using estimated readings for a period of 12 months. The Supplier was required to issue a Statement of Account so C could reconcile the charges. The Supplier was also required to offer C a payment plan to pay the outstanding balance off and award a gesture of goodwill in recognition of any calling and postal costs C has incurred.

1.23

C complained about disputed charges levied by the supplier. After C had contacted the Ombudsman the supplier called C and agreed to withdraw the balance left on the account in full. C was happy with this outcome and the case was closed as resolved.

1.24

C moved into property in July 2007 had a prepayment meter for electricity. There was already a pre-payment card in the name of 'The Occupier' at the property so C charged that with £20 (4 £5 tokens) as there was no electricity at C's property. C put 1 £5 token into the meter but there was still no electricity supply. C called SP to advise it of the problem SP promised to deal and set up acct in C's name and appt made, SP failed to turn up twice.

SP has agreed it fell short in customer service so has agreed to clear arrears and offer a further goodwill for the inconvenience caused. C has accepted this.

The Ombudsman has not had to investigate as this case has been done PICC.

1.25

The Supplier supplied C with Gas and Electricity and sent C a bill for the electricity which was much higher than expected against the usage. C complained and the Supplier agreed to send an amended bill using C's readings. The bill arrived and the Supplier had applied the wrong tariff causing a bill ten times more than expected. C again complained and as promised an amended bill. C then received debt collection letters prior to receiving the amended bill. These letters continued and C wrote to complain. The matter was not resolved but C paid no further amounts towards any bills. A notice of intention to seek a warrant of entry was issued. C received a letter apologising for the errors and with notification of the final amount owing. The matter was put before the Ombudsman and the Supplier offered to reduce the outstanding amount to around that which C had expected.

The Ombudsman considered this to be a reasonable offer although all charges incurred through the matter were to be waived and the final amount reduced by 50%. A new amended statement was to be sent to C. The Supplier was to ensure that C's credit history had not been affected and apologise for commencing the action during the complaint. The Supplier had written an apology for the error and this had been sufficient but it was to forward a small goodwill payment in acknowledgement of the expenses incurred by C.

1.26

The Supplier failed to read the meter for over two years and in doing so breached its License Conditions. Despite C's concerns about the estimated bills and the possibility of crossed metering the Supplier delayed in arranging a site visit. The Ombudsman concludes the Supplier failed to provide an adequate level of customer service.

In summary the Ombudsman required the Supplier to complete a site test to determine the correct meter and serial number. Take the appropriate action to update their records and its own records if they are found to be inaccurate; recalculate the account based on the newly identified meter and actual readings; provide a refund if it is identified that C has been overcharged previous gas consumption; make a goodwill gesture in light of the costs and inconvenience C experienced; and to issue a formal letter of apology for the customer service issues raised, including clarification of the correct meter serial number, up to date charges and relevant action taken to correct the accounts.

1.27

C moved to a new energy supplier. However, the supplier failed to use the correct five digit meter reading and only used the first four. When this was discovered C's supplier

recalculated C's bill, applying the Energy Retail Association back billing code of practice. However, it only applied it up to the date the code came into force. This meant that C owed more than C was liable for.

The Ombudsman appreciated that C has applied the spirit of the code, however, the supplier was requested to recalculate C's gas bill up to the date of 30 June 2007.

1.28

Having received an estimated bill from a Supplier, the C provided accurate customer readings for a revised bill to be produced. Unfortunately, the readings were incorrectly inputted by the Supplier and the C ended up receiving a substantial high but inaccurate bill. C contacted the Supplier and a revised accurate bill was eventually produced. C wanted substantial compensation for distress arising from being sent an inaccurate bill but the Supplier was only prepared to make a small goodwill gesture.

The Ombudsman could understand C's concerns about receiving the inaccurate bill but noted that the bill had been rectified before any financial or other harm had been caused. In these circumstances the Ombudsman was unable to direct the Supplier to make a substantial compensation award. The Ombudsman was generally satisfied with the goodwill payment the supplier had made to C but added that this should be increased to take into account the incidental expenses C had incurred by making telephone calls and sending letters about the problem.

1.29

C complained that the supplier continued to send bills after they had transferred to a new supplier. The supplier stated there was an error on the account, which maintained billing to C after it should have stopped. It offered to refund payments that should not have been completed.

The Ombudsman considered there had been poor customer service for C, for which an apology and goodwill payment was required, along with the suggested refund.

5.0 Billing - Inaccurate Invoices

5.1

C complained that the supplier had billed them incorrectly before they transferred back to another supplier. The supplier investigated and confirmed that the transfer of C's supply was correct and that the balance remaining was due for payment.

The Ombudsman considered the evidence provided by C and the two suppliers and concluded that the charges were correct; C had been charged for the correct consecutive periods by each supplier and that they had quoted the same dates to do so.

C was judged to have benefited from the transfer as the opening reading for the new supplier was higher than the closing reading of the old one, but no arrears balance was applied for the shortfall. However, the Ombudsman considered there had been a delay in the supplier finding a resolution, for which an apology was required.

7.0 Billing - Incorrect Account Details

7.1

C received large bill from the Supplier which C disputed. The bill was reduced and C paid but C did not believe the bill to be correct. C contacted local MP and energywatch for assistance. C said had received bills for a different account number. The Supplier said that when C's supply transferred back to it three years ago that the wrong meter and tariff details were used. The Supplier said it had now resolved this issue and provided C with an amended bill charging on C's tariff. The Supplier said this left the account in credit and this was sent to C.

The Ombudsman was concerned that C's account had been billed incorrectly for such a long period of time. However, the re-billing of the account on their chosen tariff, even though C was no longer eligible for this tariff was viewed as acceptable. The Ombudsman required the Supplier to award a nominal goodwill gesture and send a letter of apology.

9.0 Billing - Mis-Information

9.1

C signed up to a price cap agreement and was charged incorrectly by SP. SP accepted the incorrect charge and amended the account and offered a goodwill gesture. It was found that C was incorrectly charged but was shown a poor level of customer service and poor reply to contacts made.

SP was required to make a goodwill gesture payment, by cheque which addresses, the billing error, delays and poor level of customer service, to send C written confirmation of the amendments made to the account and send a letter of apology for the service shortfalls highlighted in the provisional report.

21.0 Transfer

21.1

C wanted to switch suppliers for gas and electricity. SP advised that there was an outstanding balance on the account. C cleared the account but the transfer could not take place. After some time, C's gas supply was transferred but the electricity account was still in arrears. C made a further payment to clear the arrears on the electricity account but the payment was partially applied to the gas account. C has still been unable to transfer electricity suppliers as there is still an outstanding balance on the account.

The Ombudsman directed that SP should write a letter of apology for the shortfall in customer service and to explain why the accounts were not transferred when C had supposedly cleared them. The Ombudsman further directed that SP should credit C's account as a goodwill gesture and provide an accurate balance to C to enable the account to be cleared. The Ombudsman also directed SP to ensure C's electricity supply was transferred without delay on C paying the outstanding balance.

21.2

C's supply was erroneously transferred to the Supplier on more than one occasion. The Supplier explained it was meant to take over the neighbour's supply but instead took over C's supply. The Supplier confirmed the supply had been returned to a supplier of C's choice. The Supplier made a goodwill offer, which C declined. C felt their charges with the current supplier should be covered by the Supplier as they related to the period they had been erroneously transferred.

The Ombudsman was concerned that the Supplier took over the incorrect supply on more than one occasion. However, the Ombudsman considered that C should remain responsible for the charges they incurred as this related to their energy consumption and the chosen supplier was meant to be bill C as if the supply had never been moved. The Ombudsman welcomed the Supplier's goodwill offer and required it to fulfill this offer. The Supplier was also required to write a letter of apology.

21.3

C's account was erroneously transferred and after being returned to The Supplier there was a failure to bill the account as there had been a hold placed on it. Even after C brought matters to C's attention The Supplier failed to bill properly. When The Supplier did provide a bill it was outside the restrictions placed on it by the back billing code. It was considered poor customer service that The Supplier had not provided regular billing.

The Supplier was required to provide a letter of apology in respect of the poor customer service experienced in failing to provide regular billing, to recalculate C's bill, showing only charges for 12 months prior to when it delivered a bill. Any billings between the time when that last bill had been delivered and the latest bill was prepared were to be cleared from the account and it was to provide a goodwill gesture, in the form of a credit to C's account.