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1.0 Billing

1.1

C queried a high bill received and suggested his meter may have been tampered with. The SP investigated these issues and found no faults with the meter and stated the bill stood.

The Ombudsman could see no reason why C should not be liable for the bill however some customer service issues were identified. It required that the SP write to C, apologising for the difficulty arising from contacting SP and make a good will payment for the customer service issues.

1.2

C complained to the company about a number of billing errors. The company admitted this and confirmed sent bills in incorrect names, used incorrect tariffs, with wrong meter information, and after avoidable delays. It advised that a number of corrective statements were produced each time, also admitting it had initially failed to apply the Back-billing Code or consider previous refunds to the previous customer.

It was concluded that an unacceptable level of customer service had been provided, and that further awards could have been made in line with guaranteed standards of service.

In resolution the company was required to send a letter of apology and cancel the full outstanding balance as a gesture of goodwill.

1.3

C received a large bill from the Company for gas used for over two years. C thought gas was provided and paid for with another Company and C complained. The other company confirmed it had not charged for gas or been C's supplier as there was a mix up with the address at National Grid. C asked the Company to withdraw all charges. The Company applied the Billing Code to the balance and offered a payment plan for the balance. C wrote to complain but received no reply and complained to the Energy Ombudsman Service.

The Ombudsman considered the Company had applied the Billing Code fairly and did not consider C's request for all charges to be waived was warranted. The Company was required to provide a guaranteed standard payment for failing to reply to correspondence and to ensure that it took all readings received into consideration and apportioned the charges fairly.

1.4

C complained to the SP after receiving a large electricity bill. It was noted that C had lived at the property for a number of years without receiving a bill, and had been

trying to establish the supplier through the meter readers. One of the meter readers managed to confirm a reading with the SP and this produced the disputed bill. C believed the bill should have considered the back-billing code, but the SP disagreed. It admitted it had not sent bills in error, but sent a deadlock letter and maintained its position.

It was concluded that the back-billing code did apply due to the SP failing to respond to various meter readings in error. It was therefore required to adhere to the code by removing some charges. It was also required to send a letter of apology and make a goodwill credit in consideration of the poor customer service and errors made.

1.5

C complained to the supplier after receiving a final electricity bill. This was due to C having made all previous payments by prepayment meter. The supplier 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 supplier had been at fault for the payment shortfall, but that the goodwill credits were generous in consideration of the problem.

C was unhappy that the supplier had involved a debt collecting agent, but as C had failed to maintain an agreed payment plan, it was concluded that it was entitled to do so.

No further action was required to be taken.

1.6

The Company charged the account based on customer and actual readings however C disputed the usage claiming that the meter was a fault. The Company took seven days of readings from C and then arranged a meter accuracy check. No faults were found. C then changed suppliers. The Ombudsman concludes an independent test can be completed but must be arranged by the current supplier.

In conclusion the Ombudsman required the Company to abide by the independent examiners results if C should arrange the test through the new supplier and amend the account according to the findings; maintain the outstanding balance on the account offering C a payment plan; and to make a small goodwill gesture in light of the inconvenience and inconvenience C incurred.

1.7

C complained that the company sent a credit and later withdrew it from their account. C complained, but got no response. C then complained via energywatch and the company explained that there had been a refund attributed to the wrong account following a meter exchange. It offered an apology but maintained the debt was correct. C wanted the debt to be waived.

The Ombudsman considered there had been a shortfall in customer service for C as the company had not been sufficiently proactive in verifying the reason for the credit,

which was incorrect; had it been, C would not have been awarded a credit only to have it rescinded. The company was required to make an apology for the shortfall in customer service, for the confusion and lack of the written responses C had expected. It was also required to provide a goodwill payment.

1.8

C contacted the Company to request a payment card. The Company noted the meter details it held were incorrect and agreed to update them. However, it failed to do this, so C did not receive a payment card, or bills. A payment card was eventually issued; however C still did not receive a bill. C contacted the Company but there was a considerable delay before a bill was sent. C disputed the bill and considered the meter readings used were incorrect.

The Company confirmed there had been a delay in it updating the meter information on the account. It confirmed C's account had been updated and that a bill based on the meter readings C supplied had been issued.

The Ombudsman was satisfied the account had now been billed correctly. However, the Company's delay in amending its records and issuing a bill was considered to be reflective of a shortfall in customer service. It was required to send a letter of apology, offer a payment plan, apply a credit as a gesture of goodwill, withdrawing outstanding charges for usage more than 12 months old and offer energy efficiency advice.

1.9

C is disputing their electricity usage at a previous address. C also complains of non returned calls. The company advises C's usages is in line with the appliances C has and can find no error with the way C has been billed. The company advises C has been offered a payment plan to pay the outstanding balance off.

The Ombudsman found that C's usage was consistent and found no evidence they had been incorrectly billed. The company was required to maintain its offer of a payment plan taking into account C's ability to pay. The company was found to have responded to C in a timely manner; there was no evidence of shortfalls in customer service.

1.10

C did not receive a bill for 12 months and accrued a debt. C says they agreed with the company to pay back an amount via Direct Debit to cover the outstanding balance and their current usage. The debit on C's account continued to increase. The company advises that C was advised that the Direct Debit would only cover their outstanding usage and they would need to pay their quarterly bills on receipt. The company advises C had been offered a payment plan to pay off the outstanding balance and ongoing usage.

The Ombudsman required the company to maintain its offer of a payment plan. It was found that C's Direct Debits had not been reassessed within 12 months. This and the failure to issue C with a bill were considered a shortfall in service. The

company was required to apologise and award a gesture of goodwill in recognition of this.

1.11

C's meter was exchanged from dual to single rate but continued to receive bills for dual rate. C was also advised that their account was being closed because the meter was de-energised. The company advised this was because its records had not been updated correctly but said this had now been done and it had issued a correct bill.

The Ombudsman considered that the bill referred to by the company was not correct as it contained the wrong meter serial number. The company was therefore required to confirm this and obtain an actual reading to ensure that its records were updated correctly and that C was only billed for one year from this date. The company was also required to apologise to C for the shortfall of customer service provided a make a goodwill payment in respect of this.

1.12

C was sent a bill with an outstanding amount.

C checked the readings and ascertained that the company had used incorrect estimated readings which led to the debt.

C made a number of telephone calls and sent various letters, however, there was a delay in sending C out an amended bill based on readings taken; also no explanation to C's complaint.

C also received debt collection letters for the incorrect balance.

The Ombudsman Service considered this was a shortfall in customer service and required the company to: make a goodwill gesture; provide credit and debit details for C's account; offer a payment plan and send a letter of apology.

1.13

C considered that C's meter was faulty and was overcharging C's consumption over a long period of time and therefore C required a reimbursement. C also advises that the Company charged C based on a meter that was previously removed and did not provide copies of bill statements when requested.

The Company considered that C's meter was not faulty and that two check meters had been installed, which confirmed that the meter was reading consumption within acceptable parameters. The Company acknowledged that it had not updated C's meter details following a meter exchange but advised that it had not been notified of this exchange. The Company confirmed that it could not provide copies of previous bill statements as they had been cancelled and its new billing system was preventing this.

The Ombudsman noted that the Company had installed check meters and the results appeared to suggest that the meter was working within acceptable parameters. Based on the balance of probability, the Ombudsman did not consider that C's meter was faulty, as there was no evidence to establish this. However, the Ombudsman was concerned that C's meter details were not updated when exchanged and that it could not provide copies of bill statements when it initially agreed to provide these.

In light of this, the Ombudsman recommended a full apology and a goodwill payment.

BILLING

1.14

C complained about inaccurate billing and incorrect levels of Direct Debit. After a case file was requested, Company contacted C and offered a goodwill credit. C accepted the offer.

The Ombudsman was pleased that an agreement was reached.

1.15

C received a large bill and contacted the company to query it. It was discovered that C's internal wiring was not properly connected to one of the meters. C was advised that a meter exchange should take place. The exchange took place and the company offered C a goodwill payment to reflect the shortfall in customer service and delay in resolving the query. C remained unhappy with this.

The Ombudsman concluded that the internal wiring is not the company's responsibility and customers should inform a supplier if internal changes take place so that it can ensure that the customer has a suitable meter. The Ombudsman decided that the company should offer C energy efficiency advice, maintain its offer of a goodwill payment, offer C a payment plan taking into account Cs ability to pay and offer C an apology for the delays and shortfall in customer service C has experienced.

1.16

C agreed to join Company on the promise of savings. Company set the dual fuel Direct Debit too low and it was increased twice shortly after C became a customer. C complained that Company had "hoodwinked" C into joining Company. Company offered a goodwill credit but maintained that it had set the Direct Debit level based on the information C had provided.

The Ombudsman was of the opinion that Company had set the Direct Debit too low, although not necessarily deliberately. The Ombudsman required Company to:

- maintain its offer to apply a goodwill credit to C's account;
- apply an additional goodwill credit to the account; and

- send a letter apologising that it appears a calculation error had misled C.

1.17

C transferred to supplier but it did not open the account for nearly a year. When the account was opened a large bill was sent as no bills had been sent previously and no payments had been taken. C contacted Company to complain and it identified that the start reading may be incorrect. Company adjusted the start reading but took several months to do so. As a result, C did not receive an accurate bill for more than a year. During the course of the complaint, C was promised call-backs, which Company accepts was not made.

C also complained that a letter had been received confirming the need for visual safety inspection of the meter. C claimed that no inspection had taken place.

The Ombudsman considered C to have received a shortfall in customer service and required Company to:

- carry out a visual safety inspection of the meter as a priority, if no inspection has yet taken place;
- re-bill the account to ensure that all usage has been apportioned fairly over the various price changes and seasons;
- withdraw the outstanding charges for the period more than one year prior to the issue of an actual bill, in the spirit of the Code of Practice for Accurate Bills;
- apply credit to the account in consideration of any customer service shortfalls;
- send C a letter of apology; and
- offer C a payment arrangement for the remaining balance.

1.18

C received a bill showing an unexpectedly large outstanding balance. C queried this with the Supplier and discovered that it had been billing the account on the incorrect meter details for some time. The problem had only now come to light and the bills recalculated leaving a large balance. The Supplier did agree that it had not apportioned the charges fairly over the various price fluctuations and that the incorrect tariff was also being used. The account was re-billed and an appointment was made for an engineer to check the meter details. The Supplier later discovered that the account had still not been billed correctly and another amended statement was issued. C continued to complain to the Supplier also advising that the address details on the bills were incorrect. There was still an outstanding problem with one of the meter readings and the Supplier advised C that it was working to resolve this.

The Ombudsman concluded that the problem should have been discovered sooner and that C had experienced a shortfall in customer service. The Ombudsman required the Supplier to issue an apology, clear any previously unbilled charges prior to one year when the corrected statement was issued, keep C updated of the progress of the problem with the meter reading, ensure the address was amended correctly, offer a goodwill payment to reflect the delays and the shortfall in customer service and to offer a suitable payment plan taking into account C's ability to pay.

1.19

C believed both C's gas and electricity meters were running too fast. The Company tested both meters and discovered that the electricity meter was running too fast, but the gas meter was within tolerance. The Company exchanged both the meters regardless of this, and credited both of C's accounts with a goodwill gesture. C remained unhappy with the meters. C also complained that C did not receive a discount for paying by Direct Debit.

The Ombudsman concluded that the Company had taken the appropriate action in removing the meters and applying goodwill credits. The Ombudsman also decided that C had cancelled the Direct Debit as the Company had recommended an increase in the payment. The Ombudsman concluded that C was not entitled to the discount as C had not made Direct Debit payments for the full 12 month qualifying period. The Company was told to contact C to arrange a payment plan to clear the outstanding debt, taking into account C's ability to pay.

1.20

C changed energy supplier, but did not receive a bill for months. C contacted the company on many occasions, but remained dissatisfied as no action was taken to resolve the problem.

It was informally agreed that the company would ensure that the problem with C's billing was rectified, apply a goodwill credit to C's account and send a letter of apology for the shortfall in customer service.

1.21

The Supplier supplied gas to C and arranged a card meter exchange for a credit meter. Following the change C had the meter inspected and it was found to be faulty so called the Supplier who arranged an emergency visit to rectify the problem. C complained that the faulty meter had caused high bills to be produced and so complained to the Supplier who refunded this. Further charges were also refunded but C was unhappy and wanted compensation for the risk the faulty meter had imposed. The Supplier advised C to refer to the National Grid but C wanted the Supplier to accept responsibility as it supplied the gas. C received a deadlock letter from the Supplier.

The Ombudsman agreed that C should refer the matter to the National Grid for information on the gas distributor as it was them who were responsible for the equipment. The Supplier had acted reasonably and responsibly in arranging the emergency visit and refunding the excess charges. It was to provide information to C so as to be able to pursue the matter with the National Grid. There were no customer service issues identified.

1.22

C had a prepayment meter but it was not set up on the correct tariff. C Therefore felt C had overpaid. Company confirmed that an overpayment had been made, but then advised it had not. Company now accepts that an overpayment has been made.

The Ombudsman required the Company to:

- provide C with a refund of the overpayments made;
- award C a goodwill payment; and
- provide C with a letter of apology in light of the identified shortfalls in customer service.

1.23

C complained that no bill had been issued since a new meter was installed. C had received bills relating to the old meter which had been removed. The company explained that this was because it had not updated its records to reflect the meter exchange. C wanted to receive an accurate bill.

Before the investigation could take place, the company contacted C and apologised for the problems experienced. The company updated its records, provided a correct bill and made a goodwill payment to C because of the delays incurred.

1.24

The company threatened warrant entry to check a meter that was not in the customer's property. It then set up and chased the customer for a debt that was not related to the property. Despite assuring the customer that it was a mistake and it would not happen again, the company repeated its error two times more. Each time the company closed the account and assured the customer it wouldn't happen again. It seems that when a nearby property was built the builder registered the plot incorrectly which led to the national database records to be inaccurate.

In summary the Energy Supply Ombudsman required the company to do whatever is necessary to update the ECOES system with the correct meter numbers, MPAN, and address details and postcode for the other property; ensure that the most recent account addressed to the occupier is closed with a nil balance; provide an explanation as to why this letter was sent and the account set up; ensure the customer's name and details are removed from the company's records so he cannot be contacted again; make a goodwill gesture in recognition of the inconvenience experienced and costs incurred when contacting the company; and issue a formal letter of apology including an assurance that the customer's credit history has not been adversely affected by its actions.

1.25

C had a prepayment meter but it was not set up on the correct tariff. C Therefore felt C had overpaid. Company confirmed that an overpayment had been made, but then advised it had not. Company now accepts that an overpayment has been made.

The Ombudsman required the Company to:

- provide C with a refund of the overpayments made;
- award C a goodwill payment; and

- provide C with a letter of apology in light of the identified shortfalls in customer service.

1.26

C disputed charges on dual fuel account and felt that reads were wrong. The Company provided a full explanation of the account, amended the reads and provided a goodwill gesture and an apology.

The Ombudsman was happy with the action taken by the Company to resolve the matter.

1.27

C set up an account with the supplier for gas and electricity. A short time after, C changed suppliers. The Supplier issued final accounts for gas and electricity. C made some payments to the supplier which cleared the gas account but left an outstanding balance on the electricity account. C maintained that both accounts had been cleared. The Supplier investigated this and invited C to send bank statements in to prove payment. C declined. The Supplier maintained that there was still an outstanding balance.

Upon production of bank statements by C, the Ombudsman directed that the supplier should credit C's account with payments made, cancel Debt Recovery Action and confirm C's credit reference is unaffected.

1.28

C queried the final bill received after transferring supplies away from the company. The company said previous readings had been estimated and when C provided final readings it had created a balance on the account. C was dissatisfied with this as C had provided readings to the company. C wanted the bill to be cleared. The company maintained C was liable for the charges but had offered a goodwill reduction which C had rejected.

The Ombudsman was satisfied that the charges made were correct. C had provided readings but estimated readings were used after this. In addition, C had read the meter within two years and had made it clear that the bills were based on estimates. The Ombudsman considered there were some customer service shortfalls but was of the opinion that the goodwill payment offered was reasonable. As such, the company was required to apply this and agree a payment plan taking into account C's ability to pay.

1.29

C complained they were not made aware of an outstanding balance on their account for some time. C felt that the company had not arranged to increase their payments accordingly and wanted it to clear the balance.

The Ombudsman did not see why the company should be required to do this as the payments had indeed been increased to reflect the accruing balance. The Ombudsman required the company write to C, apologising for any inconvenience incurred as a result of the complaint and credit C's account with a previously offered goodwill payment. The company was also required to allow C to repay the debt over a period of time, taking into account their ability to do so.

1.30

C received various letters from Debt Collection Agencies indicating possible court action due to an outstanding balance.

C was on a prepayment meter and knew that C did not owe this amount.

The company after several months of the complaint investigated the matter and found that it had credited C's payments to the wrong account.

The company cleared the outstanding balance.

The Ombudsman Service identified further shortfalls in customer service and required the company to confirm that C's account had been cleared; prevent any further debt collection letters going out; ensure credit file not been affected; goodwill payment and letter of apology.

1.31

C disputed electricity meter readings and withheld payment pending a meter accuracy test. Initial tests showed the meter was accurate and C requested an independent test. There was a considerable delay in arranging the test and then C declined to go ahead. C asked the Company to agree an estimated amount and compensation. The Company offered a goodwill gesture which was declined and C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered there had been delays due in part to the supplier and also due to C and considered the goodwill gesture was reasonable. The Ombudsman consider C was responsible for payment of the outstanding balance and the Company was required to offer a payment plan which took C's ability to pay into consideration.

1.32

C had contemplated a change of supplier. C states that the existing supplier advised that the proposed supplier was increasing prices and C should remain its customer. C agreed on the understanding that the supplier would be paid what the proposed new supplier was going to charge. C states that the supplier then increased the monthly Direct Debit payment and issued a large bill. C then received an even larger bill. C states that the supplier mis-sold its services. The Supplier maintained that C did change suppliers and transferred back. At the time of transfer, the account was already significantly in arrears. C specified the level of monthly Direct Debit payment that was lower than ongoing usage and did not clear the arrears. C subsequently

cancelled the Direct Debit and made some one off payments but the arrears continued to increase.

The Ombudsman directed that the Supplier should write a letter of apology for the shortfall in customer service and write with details of energy efficiency. The Ombudsman further directed that the supplier should maintain its offers of a payment plan and to install a prepayment meter.

1.33

C complained to the supplier after receiving a large electricity bill. The supplier confirmed the charges were correct, and related to backdated billing charges. C was unhappy about this and felt the supplier should share responsibility for the problems caused. The supplier was a goodwill reduction, but C wanted this to be increased. The supplier was unwilling to do so, and an ongoing dispute started.

There was no evidence of incorrect charges it was concluded that the bills received were correct. However, it was noted that the supplier had failed to consider the back-billing code when producing these bills. It was also concluded that the failure to use actual readings for so long was reflective of poor customer service.

The supplier was required to send a letter of apology, cancel some of the unbilled charges in line with the Code of Practice for Accurate Bills, show how the reduction had been calculated, offer a payment plan, remove any adverse credit information, cancel any current debt collection action, and provide written confirmation of any action taken.

1.34

C complained to the supplier after discovering a large outstanding balance on their gas account. C was unaware of this due to all bills being incorrectly addressed in error, and estimated readings used. The supplier offered a large reduction and a payment plan. C rejected the offer.

It was concluded that as C had not received a bill then ERA's Code of Practice for Accurate Bills should be applied.

In resolution the supplier was required to send a letter of apology, review C's account and credit all charges over one year old, provide a breakdown of the calculation and an amended bill.

1.35

C set up a weekly payment plan. C missed some payments and the Company sent a letter confirming there were arrears on the account. Bills were sent regularly which showed an increasing debit balance, but the Company did not reassess C's payments and C did not contact it. The Company identified that a large debit balance had accrued and requested payment. C considered the debt had accrued due to the Company's error and asked for the debt to be reduced. The Company refused.

The Ombudsman was satisfied C had received regular bills, had been charged correctly and was aware of the increasing debit balance. However, the Company's failure to review C's payments was considered to be reflective of a shortfall in customer service. The Company was required to provide a credit as a gesture of goodwill and to confirm the outstanding balance of the account.

1.36

C received a letter from the Supplier advising that the account was in arrears. The Supplier requested an immediate payment and for the monthly standing order to be increased significantly. C contacted the supplier to query this. The Supplier told C that it had not reviewed the standing order payments for several years and therefore the account had gone into substantial arrears. C maintained that C could not make the increased payments and the supplier was at fault for not reviewing payments sooner. The supplier stated that it had provided quarterly statements throughout the period that clearly showed the arrears building up.

The Ombudsman directed that the supplier should maintain a goodwill payment and offer of a payment plan. The Ombudsman further directed that the supplier should write to C with details of energy efficiency and prepayment meters.

1.37

C held an electricity account with the Supplier. Whilst the Supplier's contractor read C's meter, the readings were not used due to a computer error. The Supplier therefore billed C's electricity based on estimated readings for a period of four years. The Supplier recalculated C's account applying the Billing Code of Practice and offered a payment plan. C went on to suggest that the meter was inaccurate. The Supplier offered to conduct a meter accuracy test.

1.38

Since a meter exchange, despite taking meter readings, the company issued underestimated bills. The customer's Direct Debit had been re-assessed using the inaccurate estimated bills. On finalizing the account a large debit balance had accrued.

In summary the Ombudsman required the company to apportion the charges fairly through the price changes; back bill the account one year with any outstanding charges. This means that any outstanding charges generated before should be credited to the account; issue a revised statement of account showing all credits, charges and prices used; and payments received; offer a payment plan, if required, considering the customer's ability to pay; and to issue a formal letter of apology.

KEYWORDS

Billing underestimated bills, failure to take correct action, backbilling, DD

1.39

C's bills were based on estimated readings for several years. When C moved to another supplier, Company noted that the final bill was not in line. It did not object to the transfer but placed a hold on the account. A final bill was sent just under a year later. Company confirmed that C was responsible for the balance but offered a goodwill credit for its management of the account.

The Ombudsman was of the opinion that Company had been responsible for billing incorrectly and required Company to:

- act in the spirit of the Code of Practice for Accurate Bills; and
- send C a letter of apology.

1.40

C's prepayment meter was exchanged for a credit meter. On receipt of the final bill for the prepayment meter it was discovered that a large credit balance had accrued. C requested a refund of the credit balance; after carrying out an investigating the company refused to refund the credit balance. The company discovered that the payments made and the payments inserted into the meter, did not correspond. As C was unable to produce receipts for all the payment that had been made, the company issued C with an apology and refused to refund the credit balance. The Energy Ombudsman concluded that the credit balance appeared to have been accrued during C's first year as a customer with the company. The company had no records for this year and it was unreasonable to expect C to have retained receipts for these payments.

The Energy Ombudsman decided that C's credit meter account should be credited with the final credit balance from C's prepayment meter and the company should issue C with an apology for its failure to investigate this matter sooner.

1.41

C received a large outstanding balance which was disputed.

The company confirmed that it had used estimates to bill C's account and used incorrect readings relating to another meter.

After this was identified the company sent out various incorrect bills not applying readings obtained or crediting previous invoices.

The Ombudsman Service considered that the guidelines set out in the Code of Practice for Accurate Bills for backbilling was applicable.

The Ombudsman Service also identified further shortfalls in customer service and required the company to: remove any debt collection charges from the account, make a goodwill gesture, offer payment plan and Energy Efficiency Advice and letter of apology.

1.42

C disputed the outstanding balances on their gas and electricity accounts. The supplier confirmed these were correct, with evidence suggesting C had previously

outstanding accounts with the supplier. This appeared to be why C believed the current accounts were incorrect, as this point had not been explained by the supplier.

It was concluded that the outstanding balances were correct but that the supplier had failed to clarify why this was the case. This was considered poor customer service.

In resolution the supplier was required to send a letter of apology, provide a breakdown showing how the transferred balances have been calculated, make goodwill credits to both accounts, credit C's telephone charges if they provided copies of bills, provide amended gas and electricity bills, and make suitable payment arrangements with C.

1.43

C received a large outstanding bill from the company.

The company confirmed that this was due to C's account being billed on estimated readings for several years, despite actual readings taken, but not used to bill the account.

The company also sent out debt collection letters based on inaccurate readings and amounts.

The noted that the property was a nursing home, however, it was aware that the company was treating the premises as a domestic property and that the individual tenants were responsible for paying C for the energy that they used. In light of this and the failings by the company, the Ombudsman considered it fair and reasonable in these circumstances to apply the guidelines set out in the Code of Practice for Accurate Bills for backbilling.

The Ombudsman also identified further shortfalls in customer service and required the company to: make a goodwill gesture, offer payment plan, ensure credit file not affected once balance is cleared and send out a letter of apology.

1.44

C transferred to a new supplier and the company sent a final bill.

C informed the company that the final read was inaccurate and the company amended the account accordingly. However, the company failed to cancel the Direct Debit payment for the incorrect final amount.

As a result the company sent C an amended bill assuming this amount had been paid and refunded C with a credit for an overpayment. However, the initial Direct Debit amount was returned which left the account back in debit.

The Ombudsman considered that there was an outstanding amount to be paid after the final read was amended, however, found that the company should have cancelled the Direct Debit and not sent out incorrect bills. It required the company to; make a goodwill payment; offer a payment plan and send a letter of apology.

1.45

C owned a property which after the tenants left remained unoccupied and for sale.

The company wrote to the “The Occupier “of the premises to chase an outstanding debt as the previous tenant informed the company it was no longer responsible for future payments.

C was aware that letters were sent by the company to the address, but did not open them as they were not addressed to C.

The company later appointed an agency to chase the debt and apply for a warrant of entry. The company stated that the premises were empty prior to the warrant being obtained. C stated that as there was a for sale sign outside, the company should have made enquiries to obtain the owners details.

The Ombudsman considered that although the company is partly responsible for the costs incurred in obtaining the warrant and disconnecting the supply. It found that the onus was on C in updating the company with the tenancy and ownership details and checking the contents of the letters sent to their premises.

The Ombudsman required the company to offer C a goodwill gesture towards payment of reconnecting the supply and letter of apology.

1.46

C had a prepayment meter.

When C moved properties, the company sent a large outstanding bill.

The company explained that this was due to price increases which had not been applied to C’s meter for several years; this led to the balance accruing on the account.

C also received various debt collection letters in relation to this matter.

The Ombudsman considered that the company should apply Ofgem’s Statement of good practice in writing off the debt where recalibration had not taken place and that the outstanding balance had accrued over two years.

The Ombudsman also identified further shortfalls in customer service and required the company to: make a goodwill payment; ensure that C’s credit file had not been affected and send out a letter of apology.

1.47

C was sent estimate bills by the company for several years despite meter readings being obtained.

When the company eventually used an actual read to bill the account, this left an outstanding balance.

The company applied the backbilling Code; however, the Ombudsman Service considered that it was not applied from the correct date.

The Ombudsman identified further shortfalls in customer service and required the company to: make a goodwill gesture; payment plan; Energy Efficiency Advice and send a letter of apology.

1.48

C had not received a bill statement for over two years, which resulted in a large outstanding balance accruing on C's account. C also considers that the Company's consumptions calculations are incorrect that C should not owe the balance on the account.

The Company acknowledged that it had not sent C a bill for a significant amount of time, however, it considered it had acted reasonable in applying the back bill code and adjustment C' account accordingly. It also advised that it had provided a breakdown of calculations to confirm C's consumption is consistent and offered a payment plan for the remaining outstanding balance.

The Ombudsman noted that the Company had applied the back billing code; however it was unclear how this adjustment had been made. The Ombudsman also noted that the Company had applied a debt from 2005 to the current outstanding balance which it was considered to be unreasonable.

Therefore the Ombudsman recommended that the Company provided a breakdown of the back billing adjustment made and to withdraw the debt from 2005. It was also recommended that the Company offer C an extended payment plan to help with the outstanding balance.

Billing – Inaccurate Invoices

1.49

C's prepayment account showed a credit. It appeared that his payment card had been used to make payments for other customers and this was the reason for the apparent credit. Company advised C that it would hold the payments in a pending account for 12 months and if they were unclaimed by other providers C would be able to request a refund. C was not happy with this response. C moved to another provider and there was a debit balance on the account; possibly because of the estimated reading used to close the account.

The Ombudsman was of the opinion that Company had followed correct procedure but that C had experienced a shortfall in customer service. The Ombudsman required Company to:

- credit the final balance; and
- send a letter of apology.

1.50

C's had two electricity meters but was only billed for consumption on one of the meters for several months. When company was made aware of the situation it re-billed the account and C was left with a large outstanding balance. C complained and Company offered a goodwill credit and payment plan.

The Ombudsman was of the opinion that C received a shortfall in customer service but considered Company's offer of resolution sufficient and required it to maintain the offer.

1.51

C was unhappy a large final bill was received after charges had not been raised for the gas supply for a number of years. The Company acknowledged that due to an error on its systems it had not billed C and applied the Billing Code of Practice and charged C for one year's supply, however, C remained unhappy

The Ombudsman considered whilst appreciating C's position, that the Company had applied the Billing Code of Practice appropriately and no further action was required, other than to request that an extended payment plan was recommended.

1.52

C's account was opened to an estimated reading. When an actual reading was taken Company did not use the reading to bill the account. It believed there may be a crossed meter issue and sent a data collector to the property to investigate. The data collector confirmed that the details held by Company were correct and Company sent an up to date bill with a large balance. C complained that the bill could not be correct but Company failed to address the points raised. C also complained that a payment had been made, which was not reflected on the account.

The Ombudsman concluded that on the balance of probability to Company had opened the account to a significantly incorrect reading. The Ombudsman required Company to:

- recalculate the start reading based on the accurate readings it has received;
- apply a goodwill credit to the outstanding balance; and
- send C a letter of apology.

1.53

C's bills were estimated for a prolonged period. When an accurate reading was taken C was sent a large bill. C complained and Company sent an amended bill but C still disputed the balance. Company maintained that the balance was correct.

The Ombudsman was of the opinion that C had suffered a shortfall in customer service and required Company to:

- recalculate the bill ensuring that it apportions consumption fairly to take prices rises into consideration;
- adjust the bill in the spirit of the Code of Practice for Accurate Bills:

- provide a clear explanation of why the initial bill showed such a different balance to the revised bill;
- offer C a payment plan for the remaining balance on the account, which took ability to pay into consideration; and
- send C a letter of apology.

1.54

C had an all electric property with two meters. One meter was for storage heaters and should have been charged at a cheaper rate. C contacted Company to ask it to take over the supply. Company agreed. However, it only attempted to take over one meter on several occasions. When it did take over both meters it charged both at the normal rate. After C complained Company advised it did not support the meter configuration. Company returned the supply the previous Company as a shortfall in customer service. Company also sent C a small goodwill payment. C remained unhappy.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to:

- return any payments C made to it, if it had not already done so;
- send C an increased goodwill payment; and
- send a letter of apology.

1.55

The Company provided a prepayment electricity meter to C which showed to be faulty and so replaced it. The new meter did not show the correct rates for C's tariff and so a credit meter was organised. The meter was exchanged by a third party and information sent to the Company in readiness for billing. C continued to receive bills that did not apply the correct tariff. Originally the Company had to do manual calculations which were rejected and it had difficulty with its computer systems which was notified to C. C complained by telephone and letter and the Company made a goodwill payment on the account. It recalculated the bills and forwarded overpayments to C. The matter continued with C becoming increasingly frustrated. The Company wrote apologising and responded to the letters. It was then discovered that the continuing error was caused by information supplied by the third party meter fitter and so the Company pursued it for the correct information. A further small goodwill payment was made along with notification that the problem now involved other parties. No timescale for resolution was given and C was unhappy with the outcome. C wanted the Managing Director to acknowledge the complaint.

The Ombudsman considered that the Company had made apologies that were pertinent to ongoing issues. It had not made a final apology for all the errors but it had addressed them as they arose and this was sufficient. The Company's customer service representative from the head office had kept in regular contact with C fully explaining its actions. The representative was trained in customer complaints and the Ombudsman felt that the Managing Director could not add anything further of value by acknowledging the complaint. The Company had also provided generous goodwill payments and it was considered that as the matter was now beyond its control all that was required was to update C by telephone on a fortnightly basis as to

the issue with the third party. The Ombudsman acknowledged that the Company could not indicate a timescale for resolution.

1.56

C received a bill from the Company which C considered to be unusually high. C contacted the Company to discuss the bill, and was advised that it had been based on actual meter readings and was correct. The Company attempted to obtain payment from C but the payment was not processed. C informed the Company that the payment had been made, but the Company asked C to provide bank statements etc to prove payment. C failed to do this, so the Company passed C's file to a Debt Collection Agency. C also advised that C paid for a meter test to be carried out but no-one turned up.

After reviewing the case, the Ombudsman was satisfied that the final bill was correct and that the payment remained outstanding. The Ombudsman has asked the Company to contact C to discuss a payment plan, and has also asked C to provide evidence that a meter test fee was paid. If C provides this then the matter will be given further consideration.

The Ombudsman also instructed the Company to credit C's account with a goodwill gesture for the poor customer service provided.

1.57

C was unhappy with the way in which the company had made charges. C wanted this to be investigated and to be billed correctly if the charges were incorrect.

Before the investigation could take place, C was contacted by the company which explained the bill was correct. It apologised to C for failing to respond to previous enquiries regarding this and made a goodwill payment.

1.58

C changed energy supplier, but realised that the two different companies were sending C bills. C complained to one of the companies and it realised that C should not have been charged and provided a refund.

It was informally agreed that C was due a small further refund, the company would send C a goodwill payment and a letter of apology for the shortfall in customer service and for any stress and inconvenience caused.

1.59

C owed a debt to an energy company and paid this off in installments. However, the company sent the old debt to another debt collection agency, who in turn contacted C. C complained to the company and the debt was withdrawn.

It was informally agreed that the company would send C a goodwill payment, ensure that any adverse information added to C's credit file relating to the complaint was removed and a letter of apology for the shortfall in customer care.

1.60

C contacted the energy supplier to dispute a higher bill than expected. It was found that C's meter details were incorrect and therefore C had been billed incorrectly. Although C continued to request that the account be revised, there was a delay before the company corrected the details.

It was informally agreed that the company would confirm that the meter details had been amended and the account balance was zero. It was also required to send C a letter of apology and a goodwill payment for the shortfall in customer care.

1.61

C changed energy suppliers, but failed to get an up to date bill. C complained to the company by telephone and in writing, but C's billing query remained unresolved.

It was informally agreed that the company would apply a goodwill credit to C's account, confirm when the dual fuel discount will be applied and send C a letter of apology for the shortfall in customer care.

1.62

C contacted the energy company to dispute the charges on the account as they seemed high. The company discovered that C's meter readings had been transposed and revised the account.

It was informally agreed that the company would send C a cheque refund for the credit balance, apply a goodwill credit to C's account and send a letter of apology for the shortfall in customer care.

1.63

C contacted the energy supplier to dispute the balance owing on the account. The company advised C that the billing on the account was correct, but C remained dissatisfied.

It was informally agreed that the company would apply a goodwill credit to C's account and send a letter of apology for the delay in resolving C's complaint.

1.64

C failed to receive energy bills for a long period of time, even though C provided the company with meter readings during this period. C contacted the company on many occasions by telephone and letter, but the company failed to address C's concerns and complaint.

It was informally agreed that the balance owing on C's account would be reduced by the company, as a gesture of goodwill, and send C a letter of apology for the delay and for the shortfall in customer care.

1.65

C changed energy supplier, but did not receive a bill for months. C contacted the company on many occasions, but remained dissatisfied as no action was taken to resolve the problem.

It was informally agreed that the company would ensure that the problem with C's billing was rectified, apply a goodwill credit to C's account and send a letter of apology for the shortfall in customer service.

1.66

C experienced some problems in having the correct address and meter details applied to C's account. The company said this was because when C's property had been developed there had been a mix up in registering the details. The company had amended the electricity details but there was a delay in arranging for the gas account details to be corrected. It had done this and sent C correct bills but they had not been paid by C. C wanted to receive a 50% reduction on the gas bill in view of the customer service received.

The Ombudsman considered that the bills sent were correct and were due for payment. It was satisfied that the problem was not of the company's making and that it had been rectified as soon as was possible. The company was, however, required to send a copy of a letter C had not received and correct its spelling of C's name, both of which were considered to be minor shortfalls. In addition, the company was required to apologise and make a goodwill payment for the lack of information provided to C during the rectification process and for sending payment chaser letters for incorrect bills.

1.67

There was a delay in the Company sending C a bill, which resulted in a large debt accruing on C's account.

The Company acknowledged that there had been problems setting up the account, which delayed billing. The Company advised that it could not identify whether the supply was for business or domestic and this caused the delay. The Company offered a goodwill payment in recognition of the problems C had experienced and a payment plan to help repay the outstanding balance.

The Ombudsman considered the time the Company had taken to resolve the bill problem and issue a bill was unreasonable and that it had contributed to a large debt balance accruing on C's account. Furthermore, it was considered that the goodwill payment did not adequately reflect the inconvenience caused and the shortfalls in customer service. In light of this, the Ombudsman required an increase in the

goodwill payment and a full written apology for the shortfalls in customer service. An extended payment plan was also required.

1.68

C complained that the supplier did not reduce the arrears from their account, even after they had been making regular payments for many years. The supplier stated that C had been making payments, but they were not done in the approved manner and so many were not recognised by its accounting system.

The Ombudsman decided that C had been making payments to the supplier and on the balance of probabilities, such that they had not allowed the debt to increase; however, there was insufficient evidence to demonstrate that C had completely cleared the original debt as C was unable to provide adequate proof that they had done so. The supplier was required to cancel most of C's debt, leaving a proportion to be paid by C.

1.69

C's prepayment meter was removed. C was advised by the Company that a refund of the credit balance would be issued. C did not receive the refund. C contacted the Company but it told C no refund was due. C also received a bill which showed there was a large debit balance on the account. C disputed the charges and requested a meter accuracy test. The Company maintained the accuracy of the charges and informed C there would be a charge for the meter test if the meter was found to be recording usage accurately. C was unhappy with this. In addition, C stated that payments had not been allocated to the account. The Company stated that without proof of payment it could not investigate the missing payments.

The misadvice C received about a credit balance was considered to be reflective of a shortfall in customer service. However, from the information supplied, there was no evidence a refund was due. It was noted the Company had failed to bill C based on meter readings it received and instead billed to estimated readings that were significantly lower than the actual readings. When the account was re-billed based on the actual readings, a large debit balance was created. The Ombudsman considered the Company's failure to bill the account accurately to be reflective of a shortfall in customer service. The Company was required to withdraw previously unbilled charges for fuel used more than 12 months ago, and to provide a credit as a gesture of goodwill in consideration of the customer service shortfall. The Ombudsman was satisfied the Company had the right to charge C if a meter accuracy test showed the meter to be recording usage correctly. A copy of receipts showing payments C had made was sent to the Company and it was required to investigate the missing payment. In addition, the company was required to offer a payment plan and advice about payment options, send a letter of apology, clarify if C wanted to proceed with a meter accuracy test and confirm the account balance.

1.70

C's property was damaged therefore C moved into a rented property. C informed the company and provided an opening electricity reading. C received a bill for the rented property based on an incorrect opening reading. C contacted the company on

several occasions to request a correct bill. The company reassured C that a bill would be sent, the bill never arrived. The company continued to take Direct Debit payments for the accounts relating to the damaged property. C received a credit refund for the gas account for the damaged property but has yet to receive a refund on the electricity account.

The Ombudsman concluded that C had experienced a delay in updating the account with the correct opening reading and a shortfall in customer service. The Ombudsman decided that the company should provide C with a formal apology, a goodwill payment and ensure that C received a refund of the credit balance on the electricity account.

1.71

The company failed to recalibrate the meter in a timely manner causing a large debit balance to accrue. The company applied a credit in line with its recalibration procedure however failed to issue an accurate explanation of the charges and there was no evidence that a payment plan was set considering the customer's ability to pay.

In summary the Ombudsman required the company to ensure the account is fully reviewed and all price changes are applied to the account; ensure that the company's recalibration process is accurately applied; apply the backbilling code; make a goodwill credit in recognition of the customer service issues raised, inconvenience caused and costs the customer incurred; issue a full statement of account showing the payments received, credits applied, charges and tariffs used; offer a payment plan considering the customer's ability to pay; and to issue a formal letter of apology.

1.72

C transferred C's electricity supply to the Company but has not yet received an electricity bill. The Company says that it has not yet received the data flows to enable it to do this. C is concerned that C will receive a large bill for electricity consumption.

The Ombudsman decided that the Company had delayed attempting to obtain the necessary information although it was accepted that it was currently dependent on the Meter Operator to provide data flows. In recognition of the delays the Ombudsman instructed the Company to credit the account with a goodwill gesture. The Ombudsman also instructed the Company to issue a bill as soon as the data flows were received or, if there was to be a delay, then it had to provide regular updates to C. The Ombudsman also noted that C was a vulnerable customer and details of services provided by the Company for such people should be made available to C. The Ombudsman also instructed the Company to arrange a payment plan with C if there was an outstanding balance on the account taking into account C's ability to pay.

1.73

C received a large bill from the supplier which was paid. C received a larger bill from the supplier which was disputed. The supplier investigated the bill suspecting that

day and night meter readings had been transposed and determined it was large due to seasonal variances. C paid the bill. C provided meter readings and received another bill with a refund cheque. The supplier had decided that the day and night meter readings had been transposed after all and rebilled the account. C continued to dispute consumption. The supplier investigated the matter again and realised that the readings had not been transposed. The account was rebilled, making a reduction by way of goodwill gesture. C continued to dispute consumption so the supplier conducted a meter check test. The test revealed that the meter was overcharging and the supplier rebilled the account again. C complained that the supplier sent out multiple bills with different account balances on so it was difficult to know what the account balance was.

The Ombudsman directed that the supplier should write a letter of apology for the shortfall in customer service and make a goodwill payment. The Ombudsman further directed that the supplier should provide an accurate statement of account and provide a payment plan.

1.74

C was a dual fuel customer of the Company. After a number of years as a customer C received a large bill from the Company which was due to the incorrect use of readings by applying four digits rather than five for the meter. The Company applied the back billing code of practice to reduce the bill to a period of only one year of previously unbilled charges. C was not satisfied and requested a 50% reduction as a gesture of goodwill for the Company's representative's failure to apply the correct data. The Company refused stating it had applied the code as a gesture of goodwill. It offered a repayment plan to be agreed with C. The matter became deadlocked.

The Ombudsman considered that the Company may have been able to show it had applied the four actions listed in the code to avoid application of the limit for back-billing and so as the Spirit of the Code had applied on a goodwill basis no further reduction should be made. The Company was to apologise to C for the failure to handle the readings properly. Any debt collection was to cease until the outcome of the final decision and C's credit history was to be cleared of any adverse mark. The Company was also to offer a repayment plan.

1.75

The company sent C nil reading invoices but continued to take direct debit payments for supply of electricity. C stated that meter readings were given when requested and that as the direct debit payments had shown on the bill it had not been scrutinised. On realising the error by the company C wrote and notified it explaining that the direct debit payments could be increased and giving meter readings. This generated a bill and a subsequent letter requesting C to contact the company as the direct debit would be increased significantly. On receiving this letter C contacted the company to complain. The company responded maintaining the amount and offering a goodwill credit and the option of a repayment plan. C rejected this and correspondence ensued with various arrangements being suggested by both parties. Despite Cs request the company failed to increase the direct debit which served to increase the problem. C stated a case for vulnerable customer but the company began pursuing the outstanding amount through debt recovery. It was suggested that

a prepayment meter maybe an option for C who said that this would in effect cut off supply due to difficulties with proximity and accessibility of a pay point.

The Ombudsman considered that C had raised the issue and then made the complaint following the bill and the request to discuss the increasing of the direct debit. At this point as the company had failed to provide accurate bills even when readings were supplied the Code of Practice for Accurate Bills applied allowing for a reduction in charges to up to one year prior to the complaint. The bill was to be reduced and due to Cs status it was to allow for a repayment option. The goodwill credit was adjusted to reflect the offer to increase the direct debit and a letter of apology was to be written for the failings in customer service.

1.76

C disputed accounts as numbers appeared to be incorrect. C was also concerned that payments made had not been credited to his account.

The Company clarified the account numbers, provided a goodwill payment and apologised.

The Ombudsman was not happy with this as a resolution.

1.77

C received high bills than expected from the energy supplier, so complained about the way C had been billed. At first the company said that C had been overcharged, but later stated that this was not the case. C complained on many occasions to the company, but remained unhappy with the way the company dealt with C's complaint.

It was informally agreed that the company would send C a goodwill payment, an explanation about the charges and a letter of apology.

1.78

C received a higher energy bill than expected as the prepayment meter had not been recalibrated. C complained to the company and offered to pay a reduced amount, but the offer was rejected.

It was informally agreed that the company would reduce the amount owed on C's account, as a gesture of goodwill, and send C a letter of apology for the shortfall in customer care.

1.79

C transferred dual fuel supply to the company.

Although the electricity supply went through on time, the gas had still not gone through.

The company gave C assurances on several occasions that the supply would be transferred, however, this did not materialise and the company did not provide C with written explanations.

There was also a mix up with the meter serial number and MPRN, which was later, clarified despite the company being provided with this information from C and the previous supplier.

C provided a list of actions in resolution, which the company agreed in the case file.

The Ombudsman Service required the company to: set up the gas account; back date Direct Debit and Dual Fuel Discounts; goodwill gesture and letter of apology.

1.80

C received a bill which used an estimated reading as a basis for a price change. C said this was under estimated. C complained in writing to the company. It said it had not received the first letter and acknowledged that it had not responded to the second. The company re-billed C's account using the readings provided by C prior to the Ombudsman's investigation. As such, the Ombudsman did not require any action from it in this respect, although it was required to apologise to C and apply a goodwill credit to C's account for its service shortfalls.

1.81

C disputed final closing accounts presented by The Supplier when C was moving to another supplier. There was nothing provided that could support or demonstrate that there was any fault with the billing and it was considered higher than had been previously billed due to seasonal energy usage. The bill reflected winter month's usage. Whilst there was nothing to suggest there had been a fault it was considered reasonable to offer C a meter accuracy test, On the basis that if no fault was found C would be charged for the testing. It was accepted that there had been delays caused and a goodwill gesture had been provided to reflect this. No further goodwill gesture was considered applicable in this case.

The Supplier was required to provide a letter of apology in respect of the poor customer service experienced when delays were caused when responding to enquiries and in failing to check whether C would prefer to have the account to be suspended whilst it was being disputed, to confirm the outstanding balance on C's accounts and to offer a payment plan that was affordable to C. In addition, The Supplier was to offer to arrange a meter accuracy test for C. If the meter was to test faulty the test fee was to be met by The Supplier and the billing should be adjusted in accordance with the level of fault discovered and a new bill should be delivered. If no fault was found the standard charge (which was to be notified to C) would be considered payable by C.

1.82

C requested a transfer of supply. C's electricity supply was successfully transferred but the gas was not because of an outstanding balance. As C's electricity account was in credit, the company agreed to transfer the debt on C's gas account. The

company experienced delays in doing this and, as a result, C accrued a bill for ongoing usage. C wanted the bill to be cleared in full to enable the transfer to be completed. The company had offered a goodwill reduction in view of the length of time taken to do this and issue a bill but C had refused this.

The Ombudsman considered that, whilst the company's delays had resulted in the bill accruing, C would have had to pay one of the suppliers for this as it reflected ongoing usage. As such, the company was required to apply a goodwill credit to C's account for this and a further credit for the customer service shortfalls exhibited. In addition, it was required to apologise to C for this and agree a payment plan for the remainder.

1.83

C received an overestimated bill several months before moving out of property. The bill remained unpaid. When C moved out the property C gave accurate readings, which were lower than the reading on the previous bill. Company sent a final bill. Although the reading used was lower than the reading in the unpaid bill from several months earlier, the balance on the bill was higher. C complained to Company and it maintained that the balance was correct.

The Ombudsman concluded that the price was higher because gas prices had increased in the several months between the overestimated bill and the final bill (calculated to a lower reading). The Ombudsman noted that Company had not explained this to C and required Company to:

- send C a goodwill payment; and
- send C a letter of apology.

1.84

C was unhappy that the companies had used an incorrect meter reading and start date to bill C's energy account and then did not react quickly enough when he brought this to the company's attention. The mix-up happened because the company did not create an account in the name of The Landlord to cover the period that C's rented property was unoccupied before C moved in. This resulted in C's payments not being applied to the correct account and in the end; C was being pursued for money C did not know.

The Ombudsman concluded that there had been a number of failings on the part of the company but he was also of the opinion that there had also a number of contributory factors beyond the company's control. The Ombudsman decided the company should issue a letter apologising for the shortfalls in customer service, make a goodwill payment, write-off the balance of C's account and ensure C's credit file was not affected.

1.85

C's electricity account was opened using crossed meter details. This was corrected but payments made to the incorrect account were never allocated to the correct account. C's gas account moved away from Company as an erroneous transfer and

the account was closed to incorrect readings. Company took several months to put things right. Company agreed to credit all charges for the period the gas supply was not with it, even though the account was returned to it as an erroneous transfer. However, company repeatedly failed to put things right with the electricity account and failed to respond to some of C's complaints.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to:

- credit the incorrectly allocated payment to C's outstanding balance;
- credit all gas charges for the period it did not supply C;
- apply an additional credit a goodwill gesture;
- allow C's account to transfer away from it, even though there is a debt on the account;
- offer C a payment plan for the remaining balance, if necessary; and
- send C a letter of apology.

1.86

Due to a clerical error, Company registered a default with the credit reference agencies for a debt it had agreed to credit. C complained and Company removed the default but C wanted compensation. Company offered a goodwill payment but C remained dissatisfied.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to cover all costs C could prove were incurred, make an additional goodwill payment and send a letter of apology.

1.87

C received a large bill and was unhappy with this and the large estimates used in further billing. C wanted to receive an explanation as to why this had happened and to receive a bill for C's actual consumption. The company explained that it had obtained an actual reading which had brought previously under-estimated readings into line. As it had the correct consumption recorded, it was now using correct estimates to bill C. The company maintained that the charges were C's responsibility.

The Ombudsman was satisfied that the charges were indeed correct. The company had obtained its last actual reading a year ago and had made it clear that the bills it was sending to C were estimated. As such, no action was required to be taken by the company.

1.88

C was due to have prepayment meter installed, however, this was never done.

The company also failed to bill C for a year believing that the prepayment was already installed.

The Ombudsman considered that no suitable arrangements were made to exchange the meter. It accepted that C did not receive a bill during the period that the company believed the meter was installed.

The Ombudsman identified further shortfalls in customer service and awarded a goodwill gesture; payment plan; energy efficiency; offer of a prepayment meter and letter of apology.

1.89

C received a large bill whilst having pre-payment token meter, C complained to SP

SP offered a reduction the bill and offered a payment plan. C did not accept offer.

The Ombudsman considered that the offer made by SP was satisfactory but required a further goodwill gesture in recognition of its poor customer service a letter of apology along with producing a an up to date bill.

1.90

Following a change of supplier, C received final bills for their accounts and disputed the final readings. C wished to have these readings amended.

The Ombudsman was satisfied that the company had used the correct readings which had been supplied by C's new supplier. The company had also confirmed that these had been used by the new supplier as its start readings. As such, the Ombudsman felt that any amendment to the readings would result in C incurring a debt with the new supplier and required no further action in this respect. The company was, however, required to apologise to C for sending some incorrectly addressed correspondence and honour a previously offered goodwill payment.

1.91

C received an electricity bill higher than expected, as the meter had not been recalibrated. C disputed that any balance was due on several occasions, but the company revised the account to show that an amount was outstanding.

It was informally agreed that the electricity supplier would clear C's account balance to zero and send C a letter of apology for any shortfall in customer service.

1.92

C moved into a property and contacted the company asking it to supply both gas and electricity. A short while later C received bills addressed to the Occupier from both the company and the previous supplier of the property. C queried this and the company assured C that it was the supplier and that all other bills could be ignored. C also advised that no gas bill had been received and the company informed her that this would also be issued. The problems were not resolved and it was not until some time later that the company discovered that it had taken over the incorrect electricity supply and that it had never been supplying C. The company cancelled all electricity

bills. It has also used incorrect details to set up the gas account and it was not until some time later, that a bill was finally issued to C. During this time C had continued to receive demands for payment for the electricity account.

The Ombudsman concluded that there had been a delay in resolving the problem and required the company to issue an apology, apply the ERA code for Accurate Billing, look at the accuracy of the start reading, ensure that charges had been apportioned fairly and to offer a goodwill payment to reflect the problems experienced.

1.93

C paid for the electricity in previous property via a prepayment meter. Once C had vacated that property a final remainder was sent for an outstanding balance. C contacted the customer to query the balance and was advised that it had accrued due to its failure to recalibrate the meter and therefore the energy had not been charged for at the correct prices. C requested a copy of the final bill which had never been received; C has still not received a copy of the final bill.

The Ombudsman concluded that C has experienced a delay receiving the correct final balance and has also experienced a shortfall in customer service. The Energy Ombudsman decided that the company should issue C with an apology, withdraw the outstanding balance and provide C with a copy of the final bill.

1.94

C disputed final gas and electricity bills with the energy supplier. C was advised that a meter had not been recalibrated and that the gas bill was correct. C complained to the company on several occasions, but the dispute remained unresolved.

It was informally agreed that the company would clear both account balances to zero and ensure that they were fully disconnected, send C a goodwill payment by cheque and a letter of apology for any shortfall in customer service.

1.95

C was an electricity customer of the Company. C received a large bill and entered into discussions with the Company which offered a repayment plan. The bill showed backdated charges covering 4 years. The Company maintained that the bill was accurate on the basis that C had been asked for readings which were supplied but appeared to be under estimated against consumption. The Company stated that it had attempted to get readings from C, some direct debit payments had been missed and the readings given were inaccurate causing a large bill to be generated. The matter became deadlocked.

The Ombudsman reviewed the bills and noted that there had been errors caused by the Company to a certain date but then an amended bill generated from C's own readings had rectified this. The Company was to take this bill as a starting point applying the balance and then applying charges based on historical consumption. It was to deduct all payments and any relevant discounts. The Company was to charge the lower of the amended bill and the latest bill after applying a 10% reduction

to ease repayment for C. The repayment plan was to continue. No further action was necessary as there had been no shortfall in customer service.

1.96

C was responsible for a tenanted property which remained empty for a period of 8 months. It was disputed that a bill was too high especially as the boiler was condemned. The Supplier stated that the previous and current tenants had provided the readings and that these had been taken on good faith and C had been billed according to usage. C continued to dispute the readings which were maintained by the Supplier. C wrote numerous letters to try and resolve the matter and during the course of the complaint a number of customer service issues arose for which the Supplier apologised. A goodwill credit was also applied to the account.

The Ombudsman considered that the readings had been received in good faith and that the Supplier had no other way of obtaining an accurate reading unless it read the meter each time the tenancy changed or C provided this. She could not comment on the accuracy of the tenants readings but concluded that C remained liable for any charges not covered by a tenant. Any inaccurate readings provided by tenants could cause a higher bill for C but this was between C and the tenants. The Ombudsman did consider that there had been some issues regarding customer service and required a goodwill credit to be applied to the account as these were considered to have contributed to the continuance of the complaint.

1.97

C complained that the company delayed and eventually failed to complete a transfer from one supplier to another. C complained to the company which repeatedly applied for the transfer to the Independent Gas Transporter, but after several months C decided it was better to cancel it. The company explained there had been communications difficulties, but these should have been overcome. It offered a goodwill payment in recognition for the call costs C had incurred.

The Ombudsman considered there had been on-going poor customer service that could have been avoided. Whilst it was recognised there had been issues beyond the company's immediate control, it had not been sufficiently proactive in chasing the completion of the transfer. It was required to increase the goodwill payment and make an apology.

1.98

The company advised the customer that if they transferred to its provision it would substantially lower their costs. In receipt of the first bill it transpired the direct debit agreed was underestimated. This caused the customer great concern and to believe they were duped into moving their services.

The Ombudsman required the company to make a goodwill payment in light of the service issues raised, inconvenience caused and costs the customer incurred when seeking resolution to the complaint; maintain the balance on the account and offer a payment plan considering the customer's ability to pay; review of the payment plan is completed in consideration of actual usage and charges; if a transfer request is

received, allow the transfer to go ahead despite the outstanding balance on the account; and to issue a formal letter of apology.

1.99

The company failed to migrate the customer's account to its new billing system and on doing so it failed to update its records to reflect a meter exchange that had happened before the migration. The customer did not receive a bill for over 18 months and when the company did issue a statement it was inaccurate. The customer's payment plan was not reassessed in accordance with the company's aims or the ERA's Code of Practice for Accurate Billing.

The Ombudsman required the company to revise the account again maintaining one year of charges in accordance with the billing code; issue a full statement of account showing all credits, payments received, discount credits, charges and tariffs used through the price changes; ensure it issues regular quarterly bills in future; ensure the DD is reassessed regularly; make a goodwill payment in recognition of the longevity of the complaint, customer service issues raised, inconvenience experienced and costs incurred by the customer; and to issue a formal letter of apology.

1.100

C received a higher energy bill than expected as the prepayment meter had not been recalibrated. C complained to the company and offered to pay a reduced amount, but the offer was rejected.

It was informally agreed that the company would reduce the amount owed on C's account, as a gesture of goodwill, and send C a letter of apology for the shortfall in customer care.

1.101

C had been receiving larger energy bills from the Company and contacted it in this regard. It transpired that the high usage was coming from C's water heater. However, C was concerned that the off-peak tariff C was on allowed the heater to heat up during the day. The Company sent an energy efficiency form to C and C completed and returned this, but heard nothing further. C complained to the Company in writing but again received no response.

The investigation found that C had been on the same tariff for many years without any question and in relation to the returned form and subsequent written complaint, there was no evidence to suggest that the Company ever received these. Therefore, it was proposed for the Company to resend the form to C and then review C's energy usage and tariff. However, the investigation did find that the Company had promised to review C's energy efficiency at an earlier date but failed to do so. This was viewed as a shortfall in customer service and, therefore, it was also proposed for the Company to provide C with a goodwill payment and apology and also allow C to pay off the outstanding balance via a payment plan which took into account C's ability to pay.

1.102

C complained about the company producing a large electricity bill following a transfer to a new supplier. The company stated this was due to it being unable to gain access to the meter, but there seemed little evidence of this and C stated readings were provided throughout.

On this basis it was concluded the Back-billing Code should have been applied.

In full consideration of all information it was proposed that a letter of apology was sent, a reduced bill in line with the Back-billing Code, a full breakdown of the account, and confirmation that any adverse credit information had been removed.

1.103

C had a prepayment meter fitted and accruing a debt on the account. A weekly repayment rate was placed on the meter and C began using the prepayment key left by the engineers when the meter was fitted. Some time later C contacted the company as the debt was nearly fully paid. The company advised that there was still a large balance on the account as it had only received payments for the short period. C disputed this advising that payments had been made for the entire period. C advised that a new prepayment key had previously been issued and C had begun using this immediately. It transpired that it was only after using the new card that the company received payment. The original card had not related to C's account. The company did later begin to try and locate the missing payments.

The Ombudsman concluded that there had been a delay in discovering the problem and required the company to issue an apology, offer a goodwill payment to reflect the delay and to continue to investigate the missing payments, keeping C updated of any progress.

1.104

C received a larger bill than expected from the energy company. C disputed the bills, but the company maintained that they were correct. C complained on many occasions to the company, but the dispute remained unresolved.

It was informally agreed that the company would revise C's account which would reduce the balance owing, offer C a payment plan over an extended period, arrange a meter check and send C a letter of apology for any shortfall in customer care.

1.105

C raised a billing query with the energy supplier, as C believed that the company had overcharged for the amount of units at a higher rate. The company had changed the way it billed its customers, but C was dissatisfied with the explanation from the company.

It was informally agreed that C had received a poor customer service from the company and therefore a goodwill payment was required for the lack of information

provided to C. The company was also required to send C a letter explaining the changes and an apology for any shortfall in customer care.

1.106

C received no bills for a gas account for over a year. When C received a bill, C noted a brought forward balance for a bill C had not received. C asked for a copy of the bill on a number of occasions but Company failed to provide a copy. C also sent several letters of complaint, which received no response.

The Ombudsman considered C to have received a shortfall in customer service and required Company to:

- apply a credit to C's account;
- send C a letter of apology; and
- confirm that C's credit file had not been adversely affected by it because of the subject matter of the complaint.

1.107

C's consumption doubled for a period of one year. Consumption in the previous year and the year after was constant. Supplier tested the meter and found no fault. C remained dissatisfied and asked for a statement of account, which was not provided.

The Ombudsman was of the opinion that C was responsible for the full balance on the account but required Supplier to send C a statement of account and apology for failing to send it earlier.

1.108

C received a request from the energy company to read the meter, but this did not happen and there was a delay before C heard from the company again. C then received a large bill, as previous bills had been estimated. C complained to the company, but initially it maintained the charges.

It was informally agreed that the company should apply the back billing code and this reduced the balance owing on C's account. The company was also required to apply a goodwill credit, allow C to repay the debt over an extended period of time and send C a letter of apology for the shortfall in customer care.

1.109

C contacted the Company to complain about an overcharge due to a change in the way charges were calculated. C also considered the Company had acted in breach of its terms and conditions by not providing information about the changes. C was unhappy with the way in which the Company had handled his complaint.

The Company explained the disputed charges and calculations to C, sent a letter of apology and provided a payment as a gesture of goodwill in consideration of the delay in resolving the complaint.

1.110

C advises that they changed company and their new company did not provide an accurate reading to the old company and so they received an inaccurate bill. C disputes their usage with the current company as well. The company advises C has contacted it on a number of occasions and the readings have been changed according to C's wishes. The company does not comment on C's current usage.

The Ombudsman found that C's readings had been used by their old company and considered this aspect of the complaint resolved. The company had offered for C to have their meter checked but C refused. The Ombudsman found the company had attempted to resolve C's query and considered the goodwill gestures C had already received sufficient in addressing this matter.

1.111

C received a large bill from the Company and found that the Company did not hold the correct meter details for C. C complained to the Company and it transpired that the Company had been using estimated readings for two years, due to this. The Company updated the account and, following C's complaints, eventually re-billed the account to reduce the balance. However, C remained unhappy.

The investigation acknowledged the Company's admissions in this instance as it was clear it had made an error with C's meter records. The Company had already applied a credit to C's account in line with the Billing Code, but the investigation considered that the shortfall in customer service C had received warranted an additional goodwill payment. The investigation also found that the Company may not have strictly followed its own internal escalation procedures either and this was also deemed to be a shortfall in customer service. Therefore, it was proposed for the Company to apply a further goodwill credit to the outstanding balance, allow C to pay off the balance over an extended period, provide C with an apology, confirm any new balance in writing and also update C's credit file.

1.112

C complained to the supplier about bills continuing to be received. C outlined these should be put in their partner's name after moving from the property. The supplier advised it would need confirmation of the new address before any change would be made. It also maintained that C would remain responsible for all charges until the date of move. C remained unhappy stating the accounts should just be transferred into their partner's name.

It was concluded the supplier had acted correctly by requesting a copy of the new tenancy agreement and apportioning the charges. However, there was evidence of some poor customer service being received.

In resolution it was proposed that the Company should send a letter of apology, make a goodwill credit, and provide written confirmation of the new outstanding balance. This was rejected by C so the case closed without any required action.

1.113

C received a bill that had a mistake on it. After contacting their Supplier the error was corrected. C continued to demand explanations for the problem and although the Supplier investigated it was not able to provide more information other than it was a system problem. C was not happy with this and continued to pursue the Supplier.

The Ombudsman decided that the Supplier had acted reasonably and explained what the problem was and there was little to be gained by continuing with the complaint. The Supplier was not required to take any action.

1.114

The Supplier commenced supply of gas and electricity in September 2006 when actual meter readings were taken. C stated that quarterly readings were taken by the Supplier and the monthly payments did not alter until some months later. The Supplier sent a high bill with debts on both gas and electricity accounts. C complained after the Supplier reassessed the monthly payments a further few months later. A goodwill payment was made on the account and a written apology sent and the payments were kept at the previous levels through the complaint. The Supplier explained the error to C and detailed new payments with an option to repay the outstanding amount over two years. C complained to the Energy Service Ombudsman.

The Ombudsman considered that the Supplier would not have been in a position to set the initial monthly repayments in line with usage at the time supply commenced. She considered that the Supplier had failed to reassess the repayments after receiving usage data that would allow new payments to be calculated. This error was not sufficient to clear the outstanding debt. C remained responsible for this, but the Supplier was to make further goodwill payments to the accounts in recognition of this and for the time, inconvenience and expense incurred. The Supplier was to re-offer the option of repayment over two years.

1.115

C received a large electricity bill and queried it. The Supplier fitted a check meter that showed their meter was running correctly. However, C had an old check meter fitted and claimed that this had been interfering with their normal meter. C refused to pay their electricity bill.

The Ombudsman decided that both the old and new check meter had shown that C's meter was working and recording correctly; and that C's consumption was down to C's usage. As such the Supplier was requested to take no action as C was liable for their consumption.

1.116

Company changed the way it billed by introducing seasonal weighting. This caused C to believe an overcharge had occurred. Company maintained that it had acted within its Terms and Conditions but C did not accept this.

The Ombudsman was of the opinion that Company had acted within its Terms and Conditions but that the terms were not clear to a layman. The Ombudsman required Company to apply a credit to C's account and provide a full explanation of the billing.

1.117

Company took over C's account and returned it to the previous supplier as an Erroneous Transfer. The previous supplier then sent it back to Company as an erroneous transfer. C did not want Company to be the supplier but Company maintained that it could not send the account back to the previous supplier for a second time. C complained to Company and experienced some delays and shortfalls in customer service. C's accounts were also all billed on estimated readings.

The Ombudsman required Company to:

- gain an up to date reading from C and bill the account to that reading;
- act in the spirit of the Energy Retail Association Code of Practice for Accurate Bills and remove all outstanding charges for the period more than a year prior to the issue of the accurate bill;
- apply a goodwill credit to C's account; and
- send C a letter of apology.

1.118

C received a bill for a backdated amount after changing address. C felt that the Billing Code of Practice should be applied because no readings were taken for over two years. The company did not feel this was appropriate as it contacted C within this period to request a reading.

The Ombudsman was of the opinion that the company had not satisfactorily demonstrated that any contact had been made and it had accepted it had gone over the two year period. As such, the Ombudsman required that the Code should be applied and C re-billed for a two year period only, in addition to making an apology and a goodwill payment in respect of the shortfall of customer service provided.

1.119

C opened an account with the company. When C provided a meter reading, it was discovered that the start reading used to open the account was incorrect. The company contacted C's previous supplier to agree an amended start reading. The company did not receive a response and it failed to chase the previous supplier. The company continued to bill C using estimated readings despite obtaining numerous actual readings. The company then re billed the account using an amended opening reading and all the actual readings it had obtained but did not use. The company has offered C a goodwill payment and payment plan but C has refused this offer.

The Ombudsman concluded that that C has experienced a delay in getting the opening start reading amended on the account. In addition, C has experienced a shortfall in customer service due to C's failure to use the actual readings it had obtained.

The Ombudsman decided that the company should maintain its goodwill offer, issue C with an apology, withdraw all outstanding charges more than one year old and offer C a payment plan taking into account C's current consumption and ability to pay.

1.120

C complained that the Company had opened multiple accounts after a request to alter the name on the accounts for gas and electricity as C had got married. It was explained that this action was taken as the name could not just be altered and instead required a new account opened in the new (married) name. C also complained that payments had not been credited to the account and that the bills had suddenly, after the new accounts were opened, become very high. It was explained that this was because outstanding amounts had been carried forward from the balance of the original accounts. Further, payments had been missed which again caused subsequent balances to appear higher than usual.

The Company was required to provide a full account showing all carried forward amounts, readings, bills and payments made. This action would allow the progress of the account to be followed by C.

1.121

C queried bills received and requested compensation for distress and inconvenience and cost of pursuing complaint. SP confirmed that billing errors were made due to inaccurate meter information.

SP credited C's account with a goodwill payment and refunded for overpayments made.

The Ombudsman requires that the SP provides a further comprehensive explanation of amounts charged/refunded and offers a further goodwill payment.

Billing – Quality of Customer Service

1.122

C complained on behalf of a relative that had recently passed away. C discovered that a refund was owed to the relative however the company had not yet refunded this. C complained to the company however the refund was still not received.

Following the Ombudsman's request for a case file the company refunded the credit balance on the account, apologised, offered a further goodwill payment and sent flowers to C. The Ombudsman received confirmation from both parties that this was accepted as full and final settlement,

1.123

C's bill was based on estimated readings for a number of years, despite Company receiving accurate readings from C and its data collector. When C left the property, a

final bill was calculated to an accurate reading with a large outstanding balance. C complained to Company, which maintained the balance was correct. However, most of the consumption was charged at the price on the day the final bill was created, although it was unlikely that it was used in that period. C also believes the Code of Practice for Accurate Billing should have applied. Company offered C a small goodwill payment for the costs incurred contacting it.

The Ombudsman was of the opinion that C had experienced a shortfall in customer service and required Company to:

- reapportion the bill using the readings it gained from C and from its data collector. It was to use estimates based on these readings where necessary;
- act in the spirit of the Accurate Billing Code of Practice it supports and remove all outstanding charges for energy consumed more than one year prior to the first accurate bill as a goodwill gesture.
- maintain the goodwill credit; and
- send a letter of apology to C.

1.124

C initially complained to the company about the meter being faulty. The company placed a check on C's meter and it was considered to be accurate.

A few years later C complained that the meter was still faulty.

The Ombudsman considered that the company had taken all reasonable steps to check the accuracy of C's meter and was of the opinion that other possibilities may mean an increase in consumption.

The Ombudsman considered that the company should send the appropriate forms to C to apply to OFGEM to appoint an independent examiner to test C's meter also to provide C with details of historical payments and readings.

1.125

C was advised by a data collector that the wrong type of meter was in place. C asked Company to exchange the meter and it did so. C complained that a refund was due as the wrong type of meter was in place. However, Company investigated and deducted that there was nothing wrong with the meter in place. A consumption analysis showed consumption on the new and old meters was the same. C also complained that some payments had gone missing. Company located the payments and allocated them to the account.

The Ombudsman was of the opinion that C had been billed correctly but received some mis advice and been inconvenienced by the missing payments. The Ombudsman required Company to apply a credit, send a letter of apology and offer C a payment plan.

1.126

C complained that the company sent an arrears bill without explanation. C complained because they should have set up a regular payment, which should have avoided any debt. The company stated C had been billed because there was a delay caused by a third party. It stated C had called SP and paid the bill of their own accord. The company offered C a payment plan, but C rejected this, wanting the Ombudsman's decision first.

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, along with a small goodwill payment in recognition for the delay.

1.127

C disputed debt applied to gas meter in February 1998. SP confirmed that it only keeps records for six years and is unable to review the matter due to lack of information.

C complains that a response has not been provided to his complaint letter.

The Ombudsman requires that the SP provides a full written response to the complaint issues. SP should consider a goodwill gesture due to the shortfall in customer service identified.

1.128

C's account was mismanaged by the Supplier in as much as it failed for a number of years to take an accurate reading of C's meter. This led to inconvenience and anxiety for C who consistently attempted to have matters corrected. Eventually the Supplier accepted that there had been poor customer service in this respect and applied a goodwill gesture but as the back billing code was found to apply it was considered appropriate that the Supplier should carry out the back billing exercise and establish which would provide the most credit.

The Supplier was required to provide a letter of apology, to re-calculate the charges on C's account on the basis that it will only back bill for 12 months. If this exercise resulted in savings greater than that offered it was to use that figure rather than as the amount of credit to be provided, to provide a statement justifying the re-calculations relied on, to provide a goodwill gesture in respect of the poor customer service issues identified in this report, to confirm the outstanding balance on the account and to offer a payment plan that was affordable to C in respect of the outstanding balance.

1.129

C wanted to transfer to another supplier for a better rate. C received a sales call from the current supplier and agreed to stay. C was not aware that the fuel supply had already transferred. C received final bills from the supplier and complained about the charges. The supplier investigated and found it had incorrectly overcharged C for the duration of the contract and agreed to recalculate the final bill and place a hold on the account. C continued to receive debt collection letters but

did not receive a correct final statement. C complained to the Energy Supply Ombudsman Service.

The Ombudsman considered there had been a number of shortfalls in customer service. The supplier accepted it had failed to bill C on the correct tariff, failed to provide promised call backs and failed to keep the account on hold. The Ombudsman considered there were further shortfalls in that the sales call led to confusion and misunderstanding and required the supplier to provide an additional goodwill credit to reflect the distress and inconvenience caused, to provide a payment arrangement taking C's ability to pay into consideration and to ensure that no adverse credit history was recorded in relation to this matter.

1.130

C changed to an Economy tariff and complained that the Company failed to bill C correctly. C tried to change supplier but said that the Company prevented the supplier taking over all MPAN's. C sent numerous letters to the Company but only received acknowledgement letters and incorrect bills. C also received debt collection letters and threats of disconnection. The Company said it had now obtained the second MPAN from the other supplier and was now able to bill C. It advised it would apply the Billing Code of Practice and only back bill for one year and also award a goodwill payment.

The Ombudsman was concerned that the Company had failed to bill C correctly for a number of months. This was viewed as unacceptable. The Ombudsman was also concerned that the Company had taken many months to obtain the second MPAN back from the other supplier. In addition the Company had sent C incorrect bills and threatening letters. The Ombudsman required the Company to apply the billing code and only back bill C for one year. The Company was also required to award a goodwill payment, arrange a payment plan and send a letter of apology.

1.131

C was a customer of the Company and received a bill with a large outstanding balance. C complained to the Company and it explained it had failed to bill C's account to actual meter readings. The Company applied a credit to the account in line with industry guidance about back billing but C remained unhappy and the matter reached deadlock.

The Ombudsman was satisfied the Company's reduction of the balance in line with the Billing Code was fair and reasonable. However, it was considered appropriate for a further goodwill credit to be applied for the shortfall in customer service and inconvenience caused by the error. The Company was also required to provide C with a further apology and maintain its offer of an extended payment plan.

1.132

C arranged to switch suppliers as permitted by the company in view of its price increases. C should not have been billed at the higher rate because of this but, when C received a bill, the company had applied the increased charges. C wanted the

company to re-bill the account on the lower tariff and to receive compensation for the service received.

Before the investigation could take place, the company contacted C and re-billed the account correctly. It also applied a goodwill credit to the account to reduce the balance owing.

1.133

C moved into property where a prepayment meter was present. C informed Company and a payment card was sent. C used the payment card to pay for electricity. The meter was read on a number of occasions by Company but not recalibrated. When leaving the property, C was issued a large final bill.

The Ombudsman found that Company had adequate opportunities to recalibrate meter and bill correctly. This was identified as shortfall in customer service.

The Ombudsman required the Company to:

- apply a goodwill credit to the account
- ensure that it uses the correct contact details; and
- send an apology

1.134

C received various bills which were disputed.

C complained to the company and asked for an explanation which was never received.

C also disputed the meter read used by the company.

After a request from the Ombudsman Service for a case file, the company contacted C and agreed the readings provided by C and did not charge for the difference. C also agreed a resolution with the company as full and final settlement to the complaint. The Ombudsman Service received confirmation of this from both parties.

The Ombudsman required the company to: make a goodwill gesture, send a letter of apology; send an up to date bill and ensure credit file not affected.

1.135

C's account was billed to an actual reading, which was either taken down incorrectly by the meter reader or entered into Supplier's system incorrectly. The reading was far lower than the projected reading and put C's account in credit. The following two readings were low estimates based on the previous reading. When an actual reading was used again C was sent a bill with a large outstanding balance. C complained and Supplier offered to reduce the balance but C declined.

The Ombudsman was of the opinion that C was responsible for the balance but had experienced a shortfall in customer service and required Supplier to maintain its offer

of credit and offer C a payment plan for the balance, which took ability to pay into consideration.

1.136

C has an Economy 7 two rate meters at the property. On receiving the first bills from the company C noticed that the account had been billed on a standard tariff. C complained to the company and was advised that a corrected bill would be issued. No bill was received. C continued to request corrected statements from the company.

Following the Ombudsman's request for a case file, the company contacted C and advised that the account has been re-billed to reflect a two rate meter and a goodwill payment was offered to reflect the delays. The Ombudsman received confirmation from both parties that this was accepted as full and final resolution to the complaint.

1.137

C received a large bill from the company. C queried the balance as C had been paying regularly for the usage and readings had been taken by a meter reader and also provided by C. The company advised that the account had been underestimated for some time. C was advised that the readings taken had not been used as they had not been in line with previous estimates. The company maintained that the bill was correct.

The Ombudsman concluded that the company should have used the readings provided and C had experienced a shortfall in customer service. The Ombudsman required the company to issue an apology, clear any previously unbilled charges from one year prior to when the amended bill was issued and to set up a suitable debt repayment plan on C's new prepayment meter taking into account C's ability to pay.

1.138

C received a bill from a company C felt was not their supplier. It was confirmed that the company was C's supplier but that it had not been aware of this for a considerable period of time. C was dissatisfied with the company's handling of the complaint and wished to have six months worth of charges removed from the bill.

The Ombudsman was of the opinion that the company had acted in accordance with the Billing Code and had only billed C for one year. As such, no action was required by the company regarding this. The Ombudsman did, however, require the company apologise to C and make a nominal goodwill payment in respect of the delay in realising it was C's supplier and for the time taken to notify C of this.

1.139

C paid his final bill to the supplier but shortly after received a reminder. C sent a copy bank statement as proof of payment but the supplier referred the account to a Debt Collection Agency. C liaised with the Supplier and a number of agents but the

complaint has not been resolved. The Supplier believes there to be a problem with an erroneous transfer which has still to be resolved which is why C kept receiving reminders.

The Ombudsman directed that SP should write a letter to C to apologise for the shortfall in customer service and to confirm payment was received, closing the account and confirming that C's credit rating was unaffected. The Ombudsman further directed that the supplier should make a goodwill payment.

1.140

C received bills and threats of legal action addressed to 'new customer' from the company, relating to a period before C took possession of the property. C contacted energywatch who informed the company of the problem. The company said it was unaware that there had been a change of tenancy but would update its records and also address an identified crossed meter issue. The company addressed the crossed meter issue in the identified time scale. C received two further letters addressed to 'new customer' from the company's external Debt Collection Agency.

The Ombudsman considered that C had been inconvenienced by the company's attempts to collect an outstanding debt that did not relate to C and concluded that the company should make a goodwill payment and a written apology.

1.141

C unhappy that the Company mixed up C's address, meter reference number and meter point reference number that resulted in incorrectly bill, debt collection letters and administration fees affecting C's account.

Following an investigation, the Company acknowledged that the details it had on records were incorrect and considered that this had resulted from conflicting information it had received. The Company apologised for the inconvenience and offered a good will gesture

Whilst the Ombudsman considered the good will gesture was reasonable, it noted further shortfalls in customer service relating to delays in customer billing statement and delays in responses to complaints. The Ombudsman therefore suggested an increase in the good will gesture offered and a formal apology, along with recommending improvements to its complaints function and billing system.

Billing – Quality of Customer Service

1.142

C complained that the company sent only estimated bills and failed to read their meter as expected. C stated they were on a preference list of customers for this service. The company explained to C that it would endeavor to read the meter every quarter, but could not guarantee it. C was not happy with this and wanted compensation.

The Ombudsman considered there was no reason to consider C's bills were unacceptably inaccurate, as most at least ended with an accurate reading. The goodwill payment suggested was considered adequate, but the company was required to make an additional goodwill credit for the unnecessary debt collection. It was also to ensure it cancelled the debt collection activity and that no subsequent costs had been passed on to C.

1.143

C had a token prepayment meter. The Company exchanged the meter for a key meter, but sent C a bill which showed a large debt had accrued due to non recalibration of the token meter. C disputed the balance. The Company withdrew a proportion of the charges in line with its own policy regarding such debts, but maintained the remainder of the balance and sent a debt to C's meter. C was unhappy with the actions the Company had taken.

The Ombudsman noted the Company had not provided evidence to show it had informed C about the debt or taken reasonable steps to recalibrate the meter or prevent the debt from increasing. It was required to withdraw any outstanding amount more than 12 months old, provide a small credit as a gesture of goodwill in consideration of the customer service shortfall and inconvenience C had experienced, confirm the remaining amount to be repaid, and to refund any overpayments C had made if the remaining balance was less than repayments C had already made against the debt. It was also required to ensure C's meter was adjusted to reflect the amendments made to the account balance.

1.144

C was living in a student accommodation which over the years had various tenants residing.

The company although obtaining actual readings, did not bill the account accurately for several years. Once the company used the actual readings taken, this led to a large outstanding balance.

C informed the company that C had only recently been the registered name on the account; this conflicted with information supplied by the company.

The Ombudsman Service considered that the guidelines set out in the Code of Practice for Accurate Bills for backbilling was applicable. It required the company to only back bill C from when C became registered on the account. If this was prior to the two year period as directed under the backbilling Code then the company could only back bill from that date.

The Ombudsman Service also identified further shortfalls in customer service and required the company to: make a goodwill gesture; ensure that C has the correct key for the meter; check mis-directed payments upon receiving copies of the key receipts and send letter of apology.

1.145

C contacted the company to provide a meter reading, it was then discovered that the company had used an incorrect opening reading. The company had billed C on a four digit meter as opposed to a five digit meter. The company had obtained actual readings that it did not use as they were not inline with C's opening reading and estimated reading.

The Ombudsman concluded that there had been a delay in updating C's account with the correct meter readings.

The Ombudsman decided that the company should withdraw all previously unbilled charges over one year old, offer C a payment plan taking into account C's ability to pay, offer C energy efficiency advice, an apology and a goodwill payment to reflect the delay C has encountered

1.146

C complained that the company had sent them wildly varying bills for arrears without explanation. Copies of these were provided to the Ombudsman. C complained to the Company which stated that it had carried out a review of C's account and re-billed it to the correct balance. It considered that no further action was required. It did not however, explain how or why the previous high bills had been calculated.

The Ombudsman considered there had been a marked shortfall in customer service for C and that their account had been poorly managed. The company was required to make a written apology for the on-going poor customer service, delay and debt collection escalation; apply an additional goodwill payment; review C's account again to ensure the balance was correct; and provide written confirmation of its actions and findings.

1.147

C is unhappy that the Company had not charged C on the price protection tariff as originally agreed. Furthermore, once the Company acknowledged this, it sent incorrect revised bill statements, which resulted in numerous contacts from C.

The Company acknowledged that it had not billed C on its price protection plan as previously agreed and noted that errors had occurred in correcting C's account. The Company confirmed that corrected bills had now been issued and a goodwill payment in view of the poor customer service.

The Ombudsman was concerned that C was not initially billed on the Company's price protection plan as previously agreed. The Ombudsman was also concerned with the time taken to bill C correctly. Whilst the Ombudsman accepted that C had now been billed correctly, it was considered that the goodwill payment made did not adequately reflect the inconvenience caused. In light of this, a further goodwill payment was recommended, along with a full apology in writing.

1.149

C complained that the company billed them for arrears after their pre-payment meter had been changed but not updated by SP. C complained to the company which stated it was not made aware that C had a new meter, for many months. The company applied a goodwill credit, but C considered it was insufficient.

The Ombudsman considered the company should apply the billing code and that the goodwill payment already made was generous. It was also required to maintain the offer of a monthly Direct Debit, as suggested, if it was still necessary and make a written apology for the shortfall in customer service.

1.150

C complained that the company sent a large arrears bill. C complained and the company explained that a new meter was needed. It also considered the charges for C's account were not excessive over the time scale concerned. C did not accept this and complained again. The company completed another review and decided that C's readings had been recently transposed and that they needed a new meter. This was replaced, but C still considered the arrears were too high. The company pointed out that C had electricity storage heating and so the electricity bill should be expected to be quite high. The company recognised that C had experience difficulties in getting a full explanation and that there had been delays; it offered a goodwill gesture in recognition.

The Ombudsman concurred with the company, that the delays could have been minimized, but that the goodwill gesture was appropriate. The company was required to make an apology for the time taken over this complaint and delays and provide a full written explanation that summarized the alterations made to this account's final balance.

1.151

C received a large bill from the company and complained to it in this regard. The company acknowledged it had billed C to an incorrect meter reading and also underestimated the readings for some time. The company re-billed the account correctly and offered C an additional goodwill payment and extended payment plan, but C rejected this.

It was clear that C had experienced a shortfall in customer service from the company in relation to the billing errors. However, it was clear that the company had since re-billed the account to correct meter readings, offered C a large goodwill payment in lieu of this error, offered C an extended payment plan to repay the debt and also provided C with a meter check free of charge, which confirmed C's meter was working within the set tolerance limits. This action was considered to be fair and reasonable and, therefore, it was proposed those actions were maintained to C.

1.152

The company underestimated the account and failed to use actual readings as they did not fall in line with its estimated accounts. This caused the customer great concern on receipt of a catch up bill. The bill issued did not show any payments received despite the customer paying by DD each month. The company advised this was due to a printing error. The company failed to issue bills for a year due to a system failure. On revision of the account the company delayed in applying a reduction in accordance with the Code of Practice for Accurate Billing. Despite agreeing DD levels on several occasions the company then increased the plan. The

company failed to administer the account correctly and failed to provide an acceptable standard of customer service.

In summary the Ombudsman required the company to review the account and ensure that the usage is spread across the account fairly through the price changes; apply the backbilling code maintaining one year of outstanding charges; ensure the additional goodwill credits previously awarded are applied to the account; make a goodwill gesture in light of the customer service issues raised, inconvenience experienced and costs incurred; issue a full statement of account showing the credits applied, payments received and units and readings used and tariffs applied; contact the customer and agree a DD payment scheme if this remains the customer's preferred method of payment; and to issue a formal letter of apology including an assurance that the customer's credit history has not been adversely affected by its actions.

1.153

C received a large bill from the Supplier. The Supplier explained the bill was a catch up bill as C's account had previously been under-estimated. The Supplier agreed to apply the Code of Practice for Accurate Billing and applied a credit to C's account. C experienced a poor level of customer service.

The Ombudsman was concerned with the delays of the Supplier to accurately bill C but welcomed its credit. The Ombudsman was of the opinion that a clear shortfall in customer service had occurred. The Ombudsman required the Supplier to make an additional goodwill payment, write a letter of apology and make a payment arrangement with C.

1.154

C wanted to transfer their supply to an alternative supplier but the Supplier raised several objections. The Supplier explained that C's details were not registered on the account and this needed to be done before the supply could leave it. Further objections were raised due to outstanding balances. C experienced a poor level of customer service.

The Ombudsman was satisfied with the Supplier's explanations for the objections but considered a shortfall in customer service had occurred. The Supplier was required to make a goodwill payment and write a letter of apology. The Ombudsman recommended C to clear their account balance and then contact their preferred supplier for a transfer to be arranged.

1.155

C claimed to have been overcharged as a result of incorrect meter readings. C said that, after a credit meter had been replaced by a pre-payment meter, energy usage had decreased significantly. C wanted previous years' usage to be recalculated based on the prepayment meter recordings, an apology for the Company's failure to deal with the complaint promptly and compensation for the costs and inconvenience incurred. The Company claimed that C's usage varied throughout the year and usage with the prepayment meter was in line with the credit meter recordings for the

same periods in earlier years. The Company also noted C had not asked for the previous meter to be checked for accuracy before it was removed.

The Ombudsman considered that the consumption information available did not show that the previous meter had been faulty. The Ombudsman also considered that the Company had investigated and responded to C's complaints in a timely manner. The Company was not required to take any further action.

1.156

C was erroneously transferred from one Supplier to another. This resulted in confusion over C's gas bill and C's electricity bill when they transferred back to the original supplier. A gas bill was produced but using the wrong MPRN and the amount was incorrect. C did not receive an electricity bill as the Supplier was not aware that C was back with them, although C maintained they were.

The Ombudsman decided that whilst the original Supplier was not at fault for the original transfer, that after C came back, there were problems. The Supplier was required to implement the ERA Code of Practice for Back Billing for both C's gas and electricity accounts; to send a letter of apology and to credit a gesture of goodwill to both accounts.

1.157

C was originally a tenant, but moved to a new property. However, some months later C began to receive energy bills for the old address. The bills and letters had been redirected with C's other mail. C contacted the company on many occasions to complain, but the company continued to chase C for payment.

It was informally agreed that the company would change the details on the account, clear C's account to zero and ensure that it was fully disconnected. The company was also required to send C a goodwill payment by cheque, together with a letter of apology for any shortfall in customer care.

1.158

C received an incorrect bill from the energy supplier. It was found that there was some confusion over which meter should have been read, as there were two together. The account was revised, but C was sent a cheque refund in error. A debit balance remained on the account and later the company began to chase C for payment. However, C continued to dispute the amount owed.

It was informally agreed that the company would reduce the account balance, as a gesture of goodwill, offer C a payment plan and send C a letter of apology for any shortfall in customer service.

5.0 Billing - Inaccurate Invoices

5.1

C considered that because the Company estimated C's bills for a long period of time during which actual readings were provided, C was left with a large outstanding balance.

The Company acknowledged that it should have corrected C's bills sooner but considered that the actual readings provided were excessive and suspect and therefore were not used to bill C's account. The Company offered C a payment plan for the outstanding balance.

The Ombudsman noted that the Company continued to send C estimated bills for nearly three years during which time it had received numerous actual readings, which were subsequently confirmed as correct. In light of this, the Ombudsman recommended the Company to apply the spirit of the back billing code and adjust C's outstanding balance accordingly. The Ombudsman also suggested that the Company offer C an extended payment plan.

Billing – Inaccurate Meter Readings

5.2

C considers that the Company had been overcharging and had not accounted for all the payments C had made on C's prepayment meter. Furthermore, C is unhappy that C's meter has been faulty.

The Company stated that it had not been overcharging C and that C's balance reflected the payments she had made. The Company acknowledged that C's meter was faulty and undercharging C but considered that C had refused to change it. However, the Company did reduce C's outstanding balance by 50% in light of the faulty meter

The Ombudsman noted that SP had reduced C's outstanding bill by 50% and considered that this was reasonable in view of the faulty meter. However, it proposed that the Company did not back bill C any further than when the appointment was made to test the accuracy of C's meter and to offer C a payment plan for the remaining outstanding balance.

The Ombudsman stated that the calculations provided by the Company were not accurate and did not reflect the payments C had made. Therefore the Ombudsman required the Company to reduce C's balance accordingly to reflect this, apologise for the inconvenience caused.

5.3

C moved into C's property and noted that it had two meters and requested that one of the meters were removed so that C could be a standard rate user. C explained that when the meter was removed the Company recorded the incorrect meter details for the meter that remained. This resulted in C subsequently receiving numerous

incorrect and inaccurate bill statements that showed a large outstanding balance. Despite C's best efforts the problem remains unresolved and no accurate bill statement has been received.

The Company did not provide a case file within the permitted timeframe. Therefore, based on the information provided the Ombudsman considered that the Company should have identified that the meter details were incorrect sooner, rectify the matter and issue an accurate bill statement to C. The Ombudsman considered that this was unreasonable and demonstrated a shortfall in the quality of customer service. In order to resolve the matter the Ombudsman required the Company to obtain an actual meter reading, the correct meter details and issue an accurate bill statement. The Ombudsman also required the Company to adjust C's account in line with the back billing code. An apology in writing and a goodwill payment was also recommended.

6.0 Billing - Inaccurate Meter Reading

6.1

C changed electricity supplier as the company offered lower Direct Debit (DD) payments. C received a bill with a large debit balance on it, C's DD payment remained unchanged. C believes the large debit balance was due to an incorrect opening reading being used to bill the account and that C owes the outstanding balance to the previous supplier. The company has provided C with goodwill payments to reflect the shortfalls in customer service C has received but C has remained unhappy.

The Ombudsman concluded that C has experienced various shortfalls in customer service, as the company failed to review C's DD amount and take satisfactory ownership of C's complaint. The Ombudsman decided that the company used an incorrect opening reading to bill C's account and that the company should issue C with an apology and maintain the goodwill payments that it has offered C.

8.0 Billing - Lack of Information

8.1

C received a gas credit as part of a winter initiative offered by the company. However, C received two letters one stating that the credit would be added on to C's account and one that advised the credit would be issued to C in the form of a Postal Order. C received the credit on the account but believed that a further credit in the form of a Postal Order was due. C contacted the company to query the receipt of this second credit and was advised by the company that only one payment was due. The Ombudsman concluded that the two letters sent to C related to the same single credit that was due to C and that the letters had caused confusion and C believed that two credits were due.

The Energy Ombudsman decided that the company should provide C with an apology and goodwill payment to reflect the confusion these letters caused C.

10.0 Billing - Missing Payment

10.1

C contacted the Company to complain about the amount of credit being used by the prepayment meter. The Company noted C's payments had been misdirected to another company and raised a claim for the payments to be returned to it. However, there was a delay in the payments being found. The Company also told C the meter was registering usage on one rate, instead of two, so C was being overcharged. It took steps to correct the meter. However, C stated the Company had not refunded the overpayments made due to the meter fault. C contacted the Company many times about the refund, but it did not respond.

The Company accepted there had been an unacceptable delay in it investigating C's complaint. It proposed a goodwill gesture in consideration of the delay and agreed to provide a refund of charges C had paid, but it was unable to justify. However, it confirmed C's meter had been recording usage correctly.

The Ombudsman considered the proposals made by the Company to be reasonable. It was required to maintain its offer to make a goodwill payment and send a refund. It was also required to send a letter of apology.

11.0 Billing - No Bill Received

11.1

C complained that the Company failed to transfer gas supply to another supplier five years ago. C complained that the Company failed to inform C that the supply had not transferred and also failed to bill C. C requested that the outstanding balance be removed. The Company said that it did continue to bill the property although the bills were addressed to the housing association. The Company offered a goodwill payment to reduce the balance but C declined.

The Ombudsman said that the onus was on the gaining supplier to arrange a transfer and so the Company could not be blamed for the transfer failure. The Ombudsman said that as a gesture of goodwill the Company should apply the Billing Code and withdraw usage more than two years and arrange a payment plan with C.

12.0 Billing - Non Requested Disconnection

12.1

C returned from holiday to discover that it has property had been broken into and the locks changed. C rung the number left on the door to the property but there was no answer. C was unable to ascertain what had happened until the following day when

the company advised that it obtained a warrant to enter the property to inspect the meter. C had been unavailable on several appointments to inspect the meter but states that a further appointment was made which the company failed to attend. The company sent C a letter advising that a warrant was being obtained but C did not receive this letter.

The Energy Ombudsman concluded that the company had made several attempts to inspect the meter. However, C had experienced a shortfall in customer service due to the company not providing C with a telephone number to ascertain what had happened at his property and for its failure to reply to C's letters.

The Ombudsman decided that the company should provide C with an apology and a goodwill payment

12.2

C's tenant moved out and Letting Agent informed the company. Property was not let out for several months and when C visited discovered that the Company had disconnected the electricity supply. C had to pay a large amount to have the supply reconnected and shortly after received a bill showing a large credit. C requested a refund but complained that to date this had not been received. The Company advised it did not receive a fax informing it that the tenant had vacated the property. As a consequence the Company continued to bill the property and due to non-payment followed its debt collection process. The payment C made was for an outstanding balance owed, reconnection and a security deposit. The Company said it had already refunded C with some of the payment made.

The Ombudsman said that the Company could not be blamed for not having received the fax from C's letting agent. The Company correctly continued to bill the property and followed its debt collection process. The Ombudsman said that the Company's refund and subsequent further offer was viewed as a reasonable response as this refunded C with all additional charges. The Ombudsman required the Company to honour its proposal and send C a cheque and a letter of apology for any service shortfalls.

13.0 Billing - Payment Method

13.1

C is unhappy that his Direct Debit had gradually increased without being notified and that some of C's payments had been rejected for no reason. C had also been advised that C was on an incorrect tariff and concerned that this needed changing.

The Company acknowledged that it had not always notified C regarding changes to the Direct Debit and noted that it had provided C conflicting information regarding C's tariff but if C wanted this changing it would require an exchange in the meter which was chargeable.

The Ombudsman noted that the Company had increased C's Direct Debit payments without notification and had rejected C's payments and it was unclear why. The Ombudsman also noted that C had provided conflicting information regarding C's tariff.

In light of this, the Ombudsman required the Company to reassess C's account ensuring that a Direct Debit was agreed for 12 months. The Ombudsman also asked the Company to consider offering C a meter exchange free of charge in view of the conflicting information C had received. Furthermore, the Ombudsman required the Company to provide C with a good will payment and a full apology for the inconvenience caused.

13.2

C stated that payment was made at a pay point; however the company did not receive the amount.

C did not provide the Ombudsman Service or the company with a copy of the receipt.

The company made enquiries with the Pay point Agent and they stated that it had not made a payment from C to the company on the day in question.

The company also checked its internal payment department and there was no receipt of payment.

The Ombudsman considered that the company had made reasonable enquiries and that without a copy of the receipt, no further action was required.

The Ombudsman identified a shortfall in customer service and required the company to make a goodwill gesture and send a letter of apology.

14.0 Billing - Quality of Customer Service

14.1

C disputed bills with the Company as the estimated reads did not match the actual reads taken by C. C also said that the bills showed an incorrect meter serial number. C then moved address but complained that the Company failed to investigate the issue or provide a resolution. C requested an amended account and compensation. The Company said it had checked the meter details and they were confirmed as correct. The Company said that the problem was due to the meter operator providing incorrect meter readings.

The Ombudsman was concerned that C claimed the meter serial number was different to what the Company was billing for. The Ombudsman was also concerned with the customer service issues C had received in relation to lack of call backs, lack of being kept updated and in some instances lack of investigation. The Ombudsman required the Company to award a goodwill payment and compensate for a missed appointment. The Company should also provide C with details on how to obtain personal data.

14.2

C complained that meter had not been read for seven years. As a consequence C received a large catch up bill. C disputed this and requested that the Company arrange a payment plan that C could afford. The Company said it had sent letters to C requesting meter readings, it said its bills clearly advised that they were estimated and meter readers had attempted to gain access.

The Ombudsman examined the information provided and although the Company had sent letters to C and there had been some attempts to access the meter, the Ombudsman was concerned that there was no evidence to suggest that an attempt to read the meter was made in four years. This was viewed as unacceptable. The Ombudsman required the Company to re-bill the account to apportion the usage and to then apply the back billing Code and remove all previously unbilled usage older than two years old. The Company was also required to arrange a payment plan with C taking into consideration ability to pay and ongoing usage.

14.3

C complained that the Supplier lowered C's monthly payments. Over a year later C received a large bill for electricity usage. C disputed this with the Supplier but remained dissatisfied with its response. The Supplier said that C had an online account and it was C's responsibility to provide meter readings. C did not provide readings for over a year and so the Supplier billed C to estimated readings. SP then visited the property to obtain a reading and billed C for actual usage. The Supplier recalculated the usage to its capped rate tariff, which reduced the balance. The Supplier also awarded a goodwill payment for the monthly payments being set too low. In addition the Supplier tested the electricity meter but no fault was found.

The Ombudsman said it was evident that C had been billed to estimated readings and as the Supplier had made every attempt to obtain a reading from C then it could not be blamed for this. The ombudsman said that the Supplier had done everything it could to assist C and was satisfied that the account recalculation and the goodwill reduction were appropriate in the circumstances. The Ombudsman required the Supplier to provide C with a simplified breakdown of the electricity charges, arrange a suitable payment plan and send a letter of apology.

14.4

C complained that the Company in error allocated another customers payment on C's old pre-payment meter to C's credit meter account. C complained that the Company failed to provide a written explanation as agreed. C requested a goodwill payment equivalent to the outstanding balance. The Company said it had in error allocated other customers payments to C's account. It had resolved this issue and credited C's account with a goodwill payment.

The Ombudsman was concerned that the Company allowed the error to continue when it was evident it was aware of the problem two years ago. However the goodwill already awarded was viewed as reasonable in recognition of this error. The ombudsman was however was concerned that the Company failed to provide C with a written explanation for several months and this was viewed as a service shortfall. The company was required to award a further goodwill payment and to contact C to arrange a payment plan.

14.5

C disputed large final bill with the Company. C complained that the Company failed to call C back. C then received an amended bill with no explanation. C requested a more favorable final bill. The Company said it was discovered that when C's meter had been changed in 2006 the day and night readings had been transposed. C had therefore been under charged for usage and as C used more on the day time then the final bill showed a large outstanding balance.

The Ombudsman examined the bills provided and agreed that C had been billed incorrectly as the readings had been transposed. The Ombudsman was however concerned that the Company failed to call C back as agreed and also failed to provide an explanation. As a resolution, the Ombudsman required the Company to apply the Billing Code and refund all previously unbilled usage more than one year old. The Company was also required to send C a letter of apology.

14.6

C had a meter exchange and was told by the engineer that the old prepayment meter was collecting a debt at a weekly rate. The company said it had not set this rate but that as C's meter had not been reset during C's occupation of the property, it could be that an old debt remained on it. As such, it issued a refund for the credit showing on C's account. C claimed this was insufficient and a further refund was due.

The Ombudsman was confident that the company had made an error in its calculations and that a larger refund was due. As such, it was required to make a payment to C to ensure the full refund had been issued.

C also complained that the new prepayment meter was collecting a standard charge. The company said this was incorrect. In view of the problems with the initial meter, the company was required to check C's meter to see if the collection was taking place. It was required to report its finding back to C and the Ombudsman and, if this was taking place, reset the meter and issue C with a refund of all overpayments.

14.7

C complained that the Company had been billed C to estimated readings for several years. This resulted in a large outstanding balance. C also disputed the units apportioned on the amended bill and complained that the Company failed to provide an explanation. The Company admitted it had billed C to estimated readings and although the meter was inspected and an actual reading was obtained, the Company failed to use this.

The Ombudsman was concerned that C had been billed to estimated readings for such a long period of time. The Ombudsman was also concerned that the Company failed to use an actual reading it did receive. The Ombudsman required the Company to apply the Code of Practice for Accurate Billing and remove all previously unbilled charges older than one year. The Company was also required to re-bill the account again to apportion the usage fairly. In addition the Company was required to award a goodwill payment, arrange a payment plan and send a letter of apology.

14.8

The Company had supplied C with both gas and electricity. Final accounts were requested as the supply was to be moved to a new Company. C received the final electricity bill and disputed this as it did not show the economy seven tariffs. The Company was approached but C began to receive debt collection letters and calls chasing payment. C wrote three letters of complaint and finally received a reply stating the account was to be amended and a statement sent. During the complaint process the statement was received but it did not show the amended tariff from commencement of supply and C complained it was not obvious the economy seven tariffs had been used. C then raised an issue with the gas account which was assumed to be closed some five months previously following a 'Final Gas Bill' already paid. The Company offered a goodwill payment.

The Ombudsman considered that the Company should forward a full detailed statement showing the tariff and correct time period from commencement of the supply. It was to show all payments. The Company's goodwill payment was considered reasonable but it was to halt the debt collection and ensure C's credit history did not suffer. It was to provide a detailed explanation of how the error occurred and a full apology. The Ombudsman was unable to review the new issue with the gas account as the Company had not been afforded the opportunity of a response. The Company was asked to hold any further debt recovery action to allow time to investigate the matter.

14.9

C failed to receive rebates owed under the gas tariff. C made several calls and wrote letters to the company requesting the rebate. After a delay, the company provided C with the rebate and a goodwill payment to reflect the calls he had made and the shortfall in customer service received. C remained unhappy with this.

The Ombudsman concluded that C had experienced delays in receiving his rebate and a shortfall in customer service as the company had not taken satisfactory ownership of C's complaint. The Ombudsman decided that the company should issue C with an apology and maintain its goodwill payment.

14.10

C explained that the property used minimal electricity as it was vacant. The meter was exchanged and C received a bill showing the correct final readings. C then received a further bill which showed the Company had changed the final readings to C's detriment. C disputed this with the Company. The Company said it had now amended the account and billed C correctly.

The Ombudsman was concerned because the Company had changed the final readings for no apparent reason and provided no explanation. This was viewed as unacceptable and constituted a shortfall in customer service. The Ombudsman was also concerned that the Company failed to bill C correctly for several months. The Ombudsman required the Company to award a goodwill payment, ensure C's credit file had not been affected and to send a letter of apology.

14.11

C switched electricity supply to another Company and received a final bill. C wanted the Company to cancel the outstanding balance due to previous problems experienced.

The Ombudsman concluded that C had indeed experienced problems with billing, but considered that the Company had compensated C sufficiently for these errors. The Ombudsman decided that C was responsible for paying the final bill, and instructed C to arrange payment.

14.12

C complained that the Company had overcharged C for higher energy units over the last year. C disputed bills with the Company but remained dissatisfied with its response, advising the issue was a commercial decision. C requested a refund of over charges.

The Company, upon receipt of a case file request, contacted C and offered a goodwill payment as a resolution. C accepted this offer.

21.0 Transfer

21.1

C complains about the SP providing an electricity bill going back a number of years. C advised they had transferred the supply to another SP many years earlier, and was shocked to receive another bill. C was advised that he had two meters at the property and only one of these had been transferred. It appeared this may have been an error of the other provided, but this matter was compounded by the SP sending all subsequent correspondence to an incorrect address.

C felt all charges should be cancelled, but the SP maintained these are correct.

In such circumstances it was considered unreasonable for any further charges to be paid by C. The information received suggested considerable payments had already been taken by the SP without C's knowledge. It was concluded these had already provided a sufficient payment for the service.

In resolution the SP was required to send a letter of apology, cancel the account and full outstanding balance, ensure any adverse credit information was removed, and contact C to confirm what action needs to be taken to transfer the remaining meter.

21.2

C moved into the property and set up an account with the current supplier of electricity and gas. Company A. C later transferred to Company B. C paid a final bill to Company A and began making payments to Company B. C discovered some time later that the gas supply was still being supplied by Company A. Company A sent a

bill to C for the entire period from when C had transferred to Company B. As no payment had been made to Company A, there was a large outstanding balance on the account. C complained to Company A and it advised that Company B had transferred the gas supply back as an erroneous transfer. Company A took steps to transfer the supply back but during this time C received demands for payment. The supply was later transferred back to Company B and Company A confirmed that nothing was owed.

The Ombudsman concluded that there had been a delay in transferring the supply and that C had experienced a shortfall in customer service. The Ombudsman required Company A to issue an apology and to offer a goodwill payment to reflect the delays and the shortfall in customer service.

21.3

C was erroneously transferred to the company which, after agreeing that this was the case, returned C's supply to their original supplier, refunded all payments made and issued a goodwill payment by way of apology. C remained unhappy with this and wanted the company to make a further payment to cover the cost of the bill from the original supplier.

The Ombudsman was of the opinion that the company had acted reasonably and required no further action be taken. It advised C that the bill was for energy consumed, only one payment was being made for this and had the transfer not taken place, C would be expected to pay for this in any event.

29.0 Transfer - Loss of Service

29.1

C was unhappy that the Company failed to transfer C's supply and resulted in a large bill being received from another supplier. The Company acknowledged the problem and provided C with a goodwill payment, however, C remained unhappy.

The Ombudsman considered that although the Company has corrected C's account and provided a goodwill gesture, recommended that C provide a further goodwill gesture which was proportionate to the problems encountered.

33.0 Transfer - Request not Actioned

33.1

C is unhappy that C's gas supply was erroneously transferred to Company B and C requested Company A to transfer the gas supply back. However, C is unhappy with the time Company A has taken in transferring the supply back and C is concerned that this will result in a large debit balance on the account.

Company A acknowledged that it has experienced delays in transferring C's gas supply back from Company B following an erroneous transfer. Company A confirmed that the delay was caused by Company B holding the incorrect address details and no amending the details.

The Ombudsman accepted that the delays were directly related to Company A. However, the Ombudsman considered Company A had not taken reasonable steps to ensure C's energy supply was transferred within a fair timescale.

In view of the time taken to transfer C's gas supply, the Ombudsman was concerned that C may incur large debt on C's account. In light of this, Company A was recommended to apply the back billing code and withdraw charges one year from the date an accurate bill is issued.

Furthermore, the Ombudsman considered C had been inconvenienced by the shortfalls in customer service and therefore a full apology in writing and a goodwill payment was recommended. Furthermore, the Ombudsman required Company A to offer a payment plan to help repay the outstanding balance, taking into consideration C's ability to pay.

34.0 Transfer - Quality of Customer Service

34.1

C's gas supply was erroneously transferred. On discovering this, the company transferred the supply back and issued C with a goodwill gesture. The goodwill gesture was sent to C at the correct postal address but was incorrectly addressed to C's neighbours. The company apologised but C remained unhappy with the goodwill gesture.

The Ombudsman concluded that C should maintain the goodwill gesture already offered to C and issue a formal apology for the shortfall in customer service.

43.0 Sales

43.1

C was approached by one of the company's salesman who advised that it could offer a discount on electricity supply. C agreed to transfer electricity supply to the company. C then decided not to transfer to the company but the company advised that the transfer was already going ahead and C would need to contact the current supplier to request that it objected to the transfer. C did this and believed that was an end to the matter but the company raised a further transfer request. C's original supplier was unable to object to the second transfer request and C's electricity supply was transferred to the company. The company made arrangements for C's supply to be returned to the original supplier as if the supply had never left.

The Ombudsman concluded that the C has experienced a shortfall in customer service as the company failed to take satisfactory ownership of the cancellation request and ensure that the transfer did not take place.

The Energy Ombudsman decided that the company should confirm that it would not make any further transfer request and provide C with an apology and goodwill payment for the shortfall in customer service.

43.2

C received a sales call from the company. C was convinced to transfer to the company after being advised that the monthly payments would be reduced. This was not the case and instead C found that the charges increased. C also found that no payments were taken for the electricity usage for a period of time. C continued to complain to the company and a reduction of the bill was offered. C remained unhappy with this offer.

Following the Ombudsman's request for a case file, the company contacted C and agreed to transfer the supply back as an erroneous transfer to the previous company. A goodwill payment was also offered to C. The Ombudsman received confirmation from both parties that this was accepted as full and final settlement of the complaint.

48.0 Sales - Mis-selling

48.1

C transferred supplied to the company after C was told by the sales advisor that the company was cheaper than C's previous supplier. When C received the first bill the company had doubled C's payment. C claimed the company had mis-sold its contract and wanted it to revert to the previous charges. In addition, C claimed the company had refused to honour discounts offered by the advisor.

The company admitted the mis-selling and had offered to return C's supply to the previous supplier. C had refused this but had then transferred supplier independently. C had paid all bills and the account was closed. The company advised the offers had expired but offered to make the payments anyway.

The Ombudsman was satisfied that the company had acted correctly in agreeing to the mis-selling. As C had refused the transfer as it correct procedure, the Ombudsman did not consider the company should take any further action in this respect. The Ombudsman considered that the sales advisor had advised C of the expired offers to constitute a customer service shortfall and required the discounts to be applied. in addition, the company was required to make a further nominal payment for failing to respond to C's correspondence and apologise for the problems encountered by C.

48.2

C was misled by a company sales agent into believing that the company could reduce C's bills. C's energy supply was transferred to the company. C did not

receive a bill for a number of months and when a bill was issued C's account was in large arrears. C also states that the company did not provide the incentives that C was initially promised. The company transferred C back to his originally supplier, C was not happy with this.

The Ombudsman concluded that C had been misled by the sales agent and had experienced a shortfall in customer service.

The Ombudsman decided that the company should provide C with an apology, goodwill payment and discuss with C its most suitable tariff and if necessary make arrangements for C to be transferred back to the company.

49.0 Sales - Quality of Customer Services

49.1

C moved house and received letters from a debt collection agency some time afterwards regarding an outstanding balance on C's account. C was told by the company initially that there was no balance on the account but later received further correspondence from the company and a debt collection agency saying that there was. The company said it was not aware that C had moved until the new tenant told it. The company admitted it had failed to send C's final bills to C's new address even though it had been provided with it by the new tenant. Because of this and the incorrect information provided by the company previously, it applied a goodwill credit to C's account but C remained dissatisfied.

The Ombudsman was satisfied that the goodwill payment applied to C's account was appropriate and did not require any further action in this respect. The company was required to confirm that C's credit file had not been adversely affected by the referral to the debt collection agency and to agree a payment plan with C.