



Res ONLINE



ENERGY AND WATER
OMBUDSMAN
Victoria **Listen Assist Resolve**

Free and independent for 20 years



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THE OMBUDSMAN'S VIEW

On issues watch – transfer

The transfer process (switching a customer's account from one energy retailer to another) necessitates information matching across the systems of energy companies, market operators and regulators. Information mismatches are fertile ground for problems, including transfer in error and transfers that are delayed or not completed properly. For customers, the consequences can include double billing and billing errors and, in some cases, supply disconnection. In the 'Issues Watch' feature in this *Res Online*, we take a look at what goes wrong with transfer, how it affects customers and how problems might be avoided.

Case studies in this issue

- [Transfer](#): Supply disconnected twice, after customer's account was transferred in error
- [Transfer](#): \$3,500 paid for wrongful disconnection, after customer's account was transferred in error
- [Transfer](#): Importance of being clear about how a discount incentive will be applied
- [Billing](#): Shared responsibility for final billing and checking for water leaks on settlement of a property purchase
- [Credit](#): Customer assumed her monthly payments were enough



Cynthia Gebert
Energy and Water Ombudsman (Victoria)

If you have any feedback about *Res Online*, please contact Matt Helme, EWOV's Research and Communications Manager at: rct.ewov@ewov.com.au.

Final EWOV Solar and Smart Meter Report

We recently published the final standalone [EWOV Solar and Smart Meter Report](#). In it, we take a look back at the rise and fall of solar and Smart Meter cases over 10 years, the drivers for them, the issues arising and how customers were affected. With EWOV case numbers down from the peaks of 2011–13, we'll revert to including solar and Smart Meter case data and analysis in *Res Online*.

Cynthia Gebert

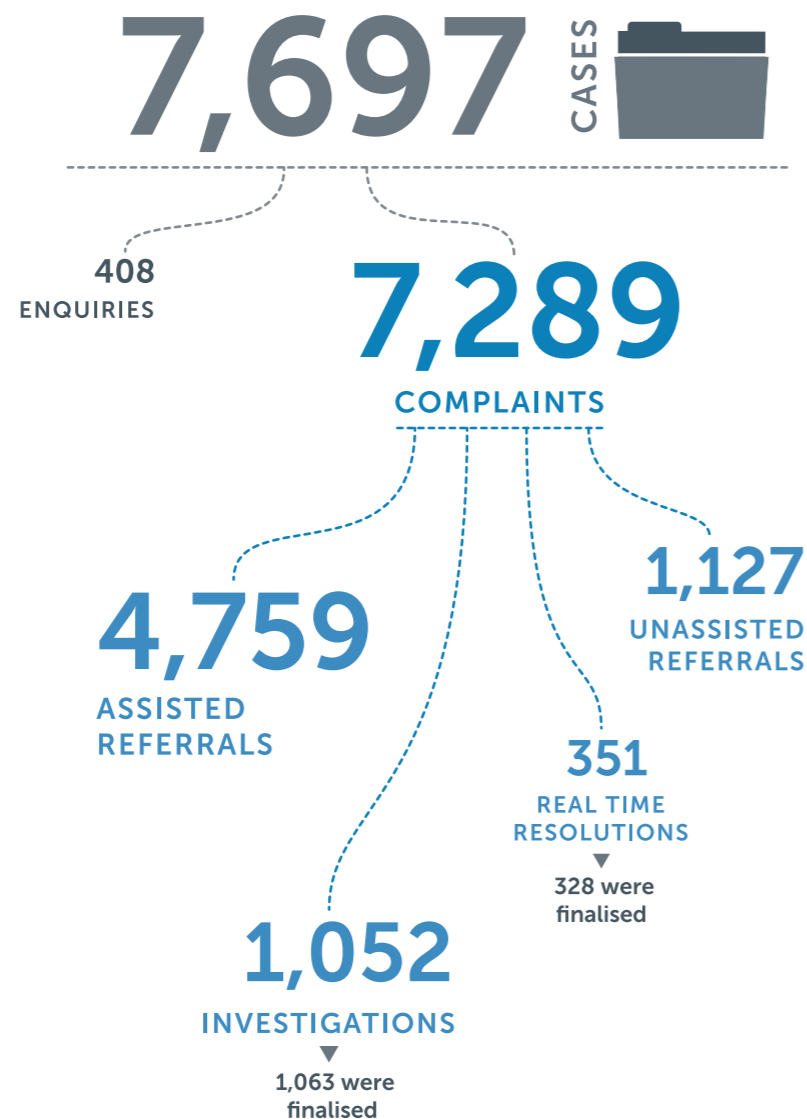
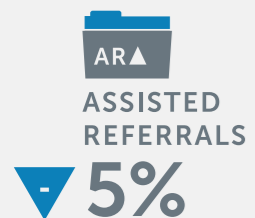
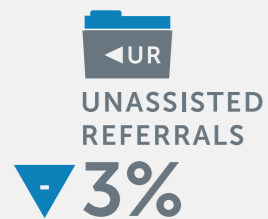
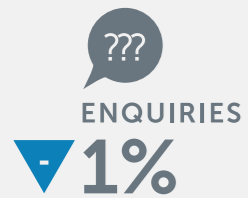
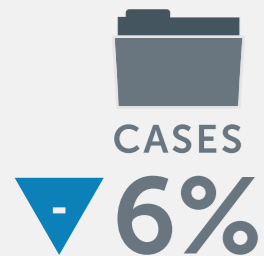
Energy and Water Ombudsman (Victoria)

A handwritten signature in black ink, appearing to read 'Cynthia Gebert'.

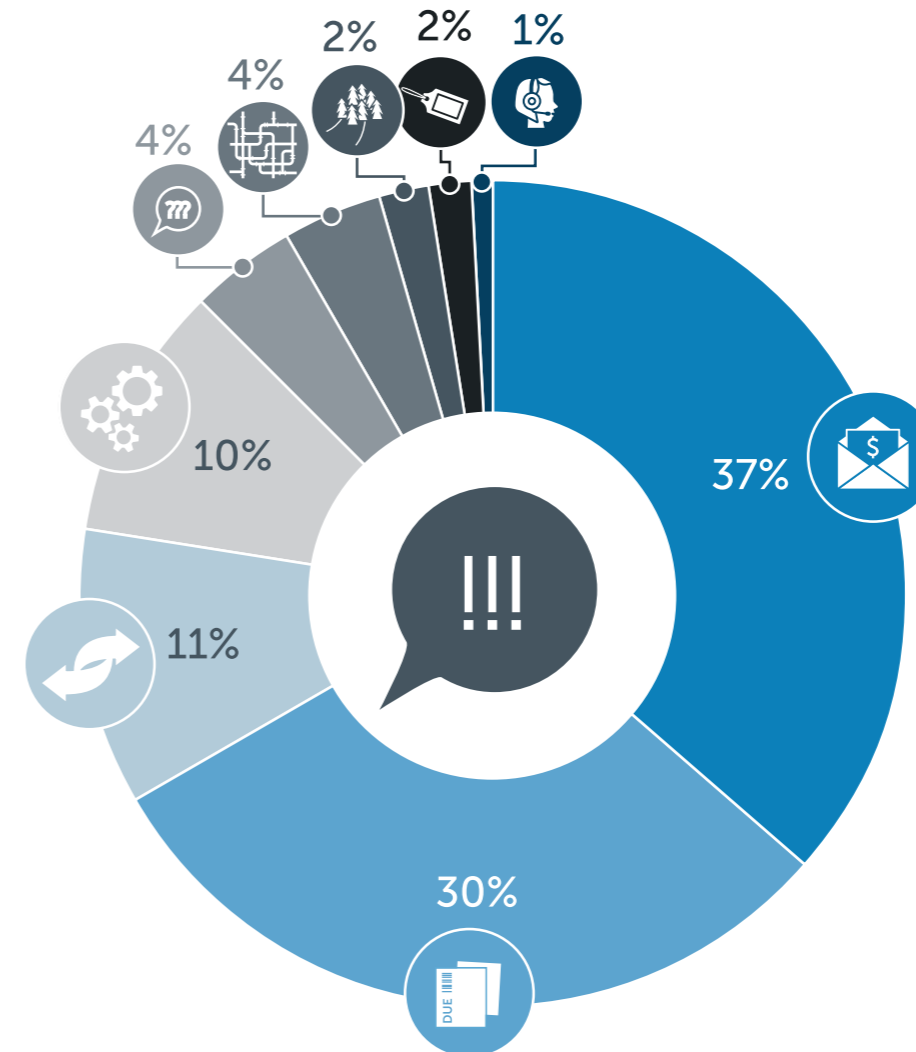
THE BIG PICTURE

APRIL - JUNE 2016

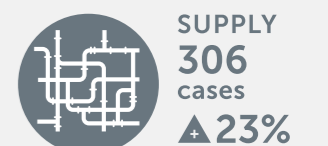
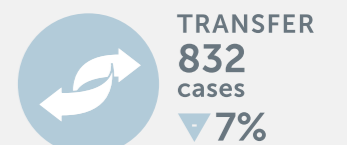
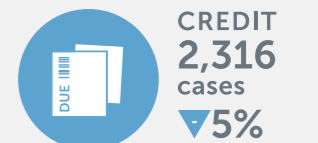
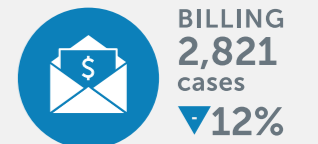
Compared to last quarter:



The issues customers complained about

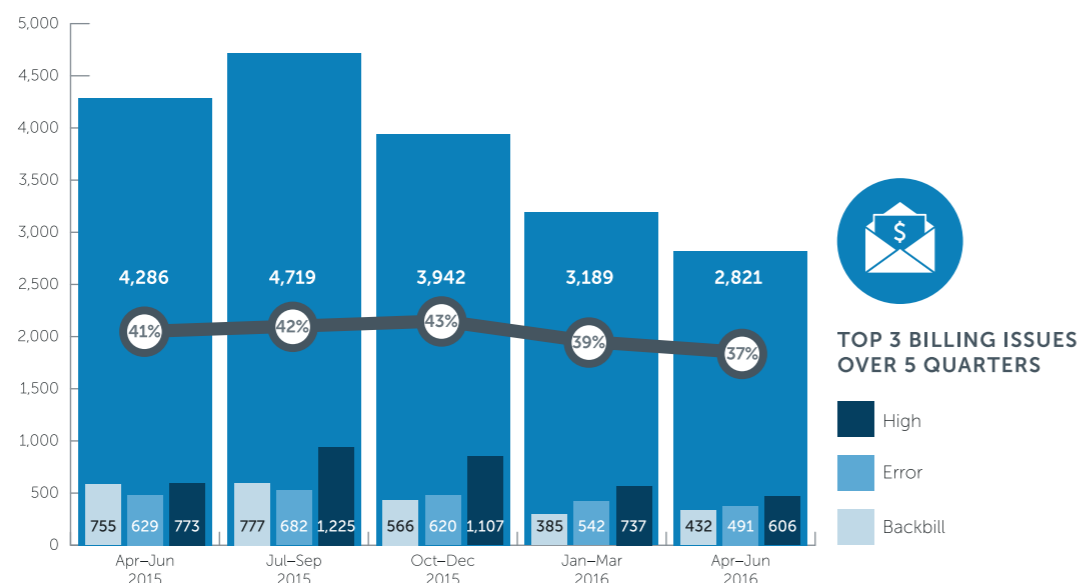


Compared to last quarter:



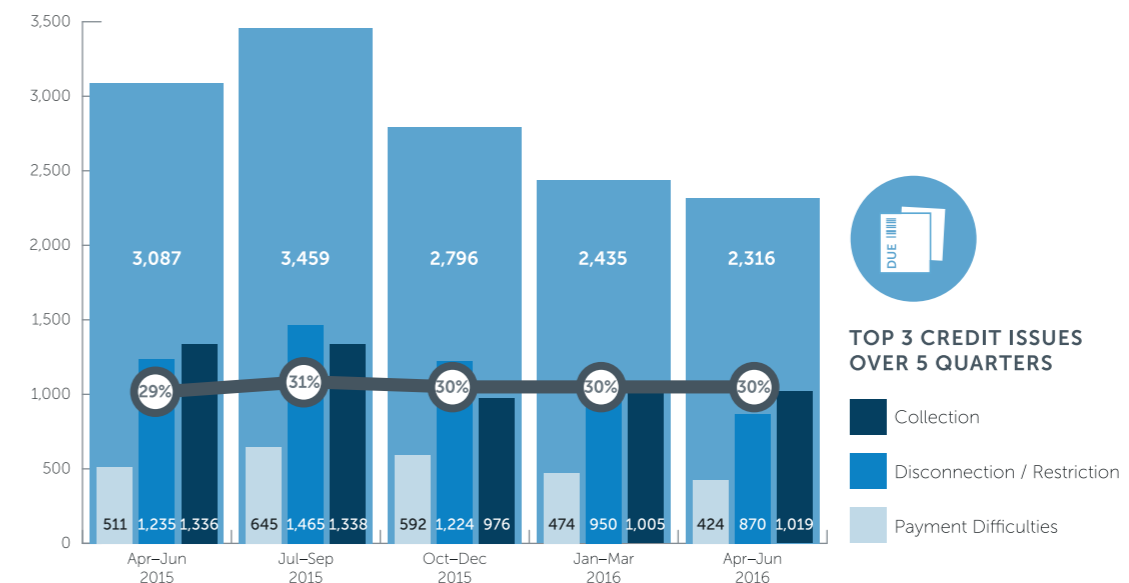
Billing cases

Number of Billing cases % of overall cases



Credit cases

Number of Credit cases % of overall cases





ISSUES WATCH

Transfer turnoffs

EWOV's transfer issues category is about the process of switching a customer's account from one electricity or gas retailer to another. Since January 2013, we've seen steady quarterly falls in complaints about transfer issues. We put this down to less selling of energy door-to-door and, therefore, potentially fewer unsolicited transfers. We also think it reflects improved customer service and internal dispute resolution on the part of energy companies.

At this point, transfer complaints to EWOV are usually about delayed transfer, incomplete transfer, transfer error and/or confusion over which retailer holds the billing rights to a property. For customers, this can mean billing errors, including double billing, and (as the case studies below illustrate) supply disconnection.

301:1



Case Study 1

Supply disconnected twice, after customer's account was transferred in error

Having had her electricity account switched to another retailer without her knowledge, a customer twice found her supply disconnected. The customer said that, even though she was able to organise reconnection of her supply each time, she had to take a day off work so the meter at her property could be inspected. Following the second disconnection, she contacted EWOV seeking a retrospective transfer to her preferred retailer. She also wanted the other retailer, which wrongly transferred her account then disconnected her supply, to waive any charges resulting from its error. The disconnecting retailer apologised to the customer. It said that the National Metering Identifier (NMI) attached to her property had been incorrect (an A had been added to the property number). The error had since been corrected. It moved the customer's account back to her preferred retailer from the date of the transfer in error, with no charges to her. Our separate assessments of whether the disconnections complied with the requirements of the Energy Retail Code found that they didn't. The disconnecting retailer made two wrongful disconnection payments of \$91.84 and \$167.36 to the customer. It also provided her with a direct contact for any further issues.

The customer said that, even though she was able to organise reconnection of her supply each time, she had to take a day off work so the meter at her property could be inspected.

2015/34732, 2016/1896, WDP/2016/97 and WDP/2016/98



Case Study 2

\$3,500 paid for wrongful disconnection, after customer's account was transferred in error

In February 2016, while the customer was overseas, someone checking on her property told her the electricity was off. When she contacted her retailer to find out what was going on, she was told her account had been switched to a different retailer (the one which disconnected her supply). When she contacted the disconnecting retailer, she was told it had held the billing rights for the property since 2014. The customer disputed this. She also said there was no warning of the disconnection. By the time she found out, her supply had been off for 29 days and the contents of her fridge and freezer had perished. The disconnecting retailer's response to her directly was that it would need to set up a new account in her name and backbill for the usage at the property. The customer was dissatisfied with this information as she'd been paying her bills all along to her original retailer.

Responding to our Investigation of the customer's complaint, the disconnecting retailer initially said it disconnected supply in January 2016, because the person living there said he was moving out. After further investigation, the retailer discovered that in setting up his account it had wrongly linked it to this customer's property. Despite the error coming to light, the retailer disconnected supply without following procedures for making contact with the customer first. It apologised and offered \$250 compensation, which the customer accepted. Our separate assessment of whether the disconnection complied with the requirements of the *Energy Retail Code* concluded that it didn't. The disconnecting retailer made a wrongful disconnection payment of \$3,500 to the customer. The payment was capped under s40B (1A) of the *Electricity Industry Act*, because she hadn't contacted the retailer within 14 days of the disconnection taking place.

2016/3401, 2016/3405 & WDP/2016/182

By the time she found out, her supply had been off for 29 days and the contents of her fridge and freezer had perished.



Common reasons things go wrong in the transfer process

- There's a systems information mismatch:
 - Several different systems contain information about a supply address, some of which may not be correct — these include information in the Market Settlement and Transfer Solution (MSATS), the retailer's database and/or the distributor's database
 - A discrepancy between how the property's address is commonly known and the retailer and/or distributor's information.
- A customer provides the wrong information:
 - A customer signing up to a new retailer gives the retailer the wrong meter number or National Metering Identifier (NMI).
- An energy retailer submits an incorrect transfer request:
 - The customer decides to switch — their preferred retailer doesn't submit the correct transfer request — the transfer ends up being cancelled and the customer remains with their existing retailer — which then enacts the disconnection process (for the deemed contract).

Consequences for customers when things go wrong

- The wrong customer's account is switched to a new retailer without the customer's knowledge.
- The customer thinks they've switched to a new retailer, when they're still with their original retailer because the transfer hasn't gone through.
- In both of the above situations, the customer may find their supply disconnected without warning
- When they try to find out what's going on, customers often find themselves bounced between two retailers (and sometimes the distributor).

What would help avoid transfer problems

- More attention by energy retailers to the part of the sign-up process which requires customers to provide their address and NMI details — specifically, the retailer anticipating problems and helping customers provide the right information.
- Ensuring customers can obtain the name of the retailer with the billing rights to their property at any point in time, from either the retailer or the distributor — customers shouldn't have to struggle to find this information.
- Active monitoring of transfers by retailers, so they can take action quickly—this includes making contact with the customer and the other retailer early on if there seems to be a problem with a transfer.
- Regular checking and updating by retailers and distributors of the property information they hold in their systems.
- Better communication between retailers, and processes for resolving erroneous transfers, so the onus isn't on customers to sort these things out.
- Adoption of a universal Address Standard, along the lines of that being considered by the AEMC.
- A new field in MSATS where the retailer with previous billing rights would be able to confirm the address and meter number or NMI on its system to the new retailer once the transfer process has commenced.



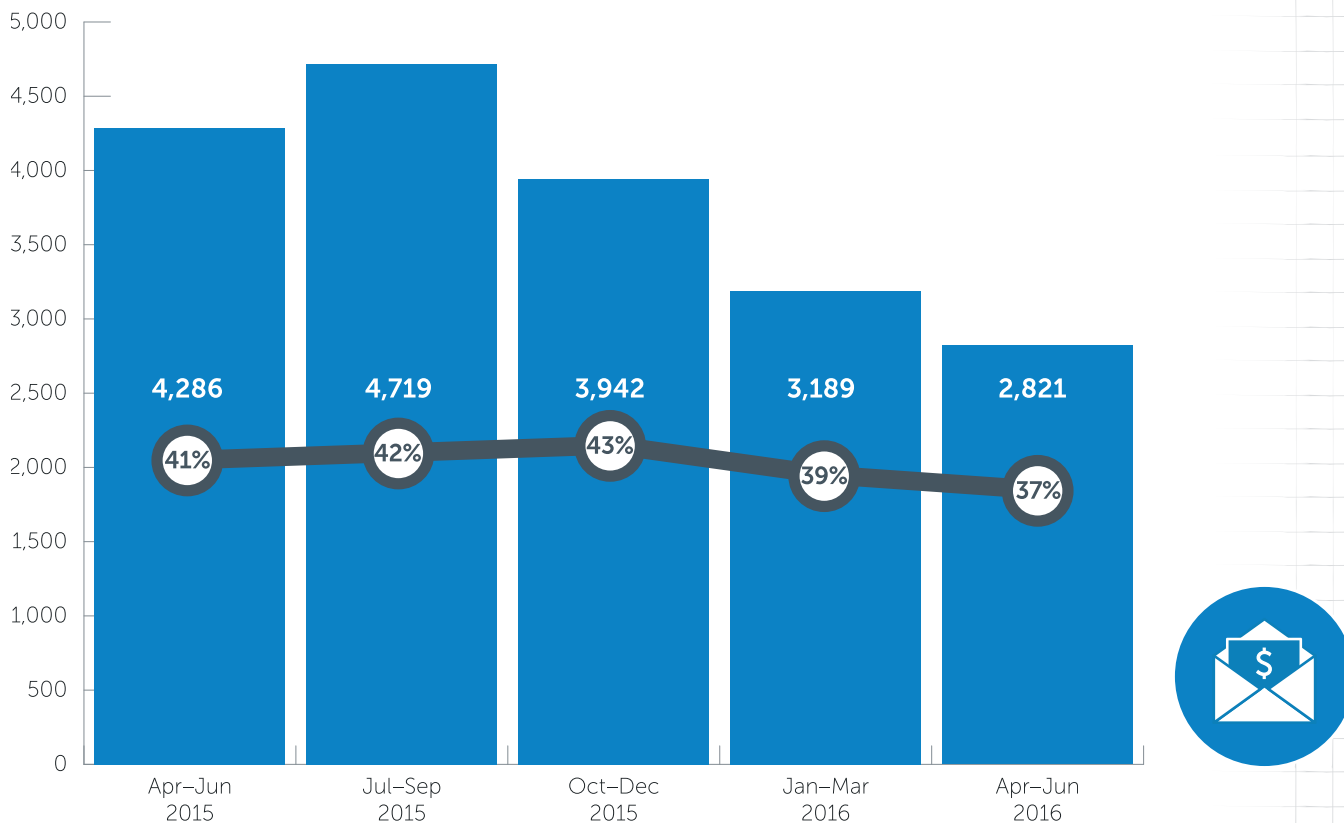
How customers can help ensure a problem-free transfer to their chosen retailer

- Before you ring around to get quotes from different energy retailers, obtain the number on the meter at your property.
- When agreeing to switch to a different retailer, provide the meter number as well as your address.
- Having signed up to a new retailer, watch for the welcome pack — if nothing arrives, make contact with the new retailer.
- Watch for your first bill, which should arrive one to three months after you sign up — if nothing arrives, make contact with the new retailer. If you keep receiving bills from your old retailer, ring it to ask why.
- Check your first bill to make sure the meter number on it matches the number on the meter at your property — if it doesn't match, ring the retailer to work out why.
- If a 'Dear Occupier' letter/notice arrives at your property from an energy retailer you don't recognise, don't ignore it — it's a sign that a retailer thinks it has the billing rights for your property, but doesn't have your details — ring the retailer to ask why the letter was sent.
- If the address recorded in the retailer's or distributor's system turns out to be wrong, you may need to provide a copy of your rates notice to have it corrected. If you are a tenant, you can request a copy of a council rates notice from the landlord or real estate agent.



BILLING

FIGURE 1
Billing cases



COMPARED TO
LAST QUARTER

BILLING CASES



12%



COMPARED TO
THIS TIME LAST YEAR

BILLING CASES



34%



Case Study

Buying a property? Don't settle without checking.

The customer bought a property in May 2015, settled in early August 2015, and set up her water account in late August 2015. On moving in, she found the water was restricted. She contacted the water corporation and the restriction was removed. She was told the restriction was due to the previous occupant's arrears. The customer's first bill (received in August 2015) was for \$463. Her next bill (received in December 2015) was for \$12,140.10.

The customer's own investigations lead her to believe the water corporation was aware of a leak at the property, even though she'd been told there was no leak. In December 2015, the water corporation sent her a text message confirming the leak, which it subsequently located and repaired.

The customer was seeking a \$300 credit (equivalent to the Hardship Guaranteed Service Level (GSL) payment) and a waiver of \$9,819.45 against the high bill that resulted from the leak. Her direct negotiations with the water corporation achieved a credit of \$6,307.68, made up of:

- the High Undetected Leak Allowance
- an adjustment of the sewerage charges (to reflect that the majority of the leak would not have gone through the sewerage system)
- a customer service payment for inconvenience caused.

The customer remained dissatisfied and contacted EWOV. When an Assisted Referral didn't progress the complaint, we opened an Investigation.

We reviewed the property's meter reading history, account history and the customer's billing. The water corporation advised that the December 2015 bill was based on actual reads of the meter and included:

- an outstanding debt on the property at time of settlement
- a settlement payment to the account
- \$12,318.68 of water and sewerage usage charges
- fixed service to property charges
- third-party charges it administered, including the Parks Victoria charge.

We discussed the situation with the customer, explaining her responsibility for due diligence when buying the property. We also explained the water corporation's responsibilities.

The customer engaged her own plumber who identified a substantial leak at the property. She said she was unaware of the leak because the water had been restricted during the sale process. While the water corporation maintained the restriction of water at the property was correct, it agreed to apply a \$300 credit, equivalent to what would be applicable had the restriction been incorrect.

With all credits applied, the customer's account stood at \$3,266.22. She accepted responsibility for this amount and agreed to a 12-month payment plan to address it and her ongoing usage. The complaint was closed on this basis.

We discussed the situation with the customer, explaining her responsibility for due diligence when buying the property.

2016/2203



For more information

The [Guideline for Unexplained High Usage and Undetected Leak Enquiries](#) sets out the obligations of customers and water corporations, and provides a minimum standard for the calculation of an allowance for leaks and unexplained high usage. Generally, at the water corporation's discretion, customers can receive one allowance every five years, per property. Under the guideline, the maximum allowance is \$1,000.

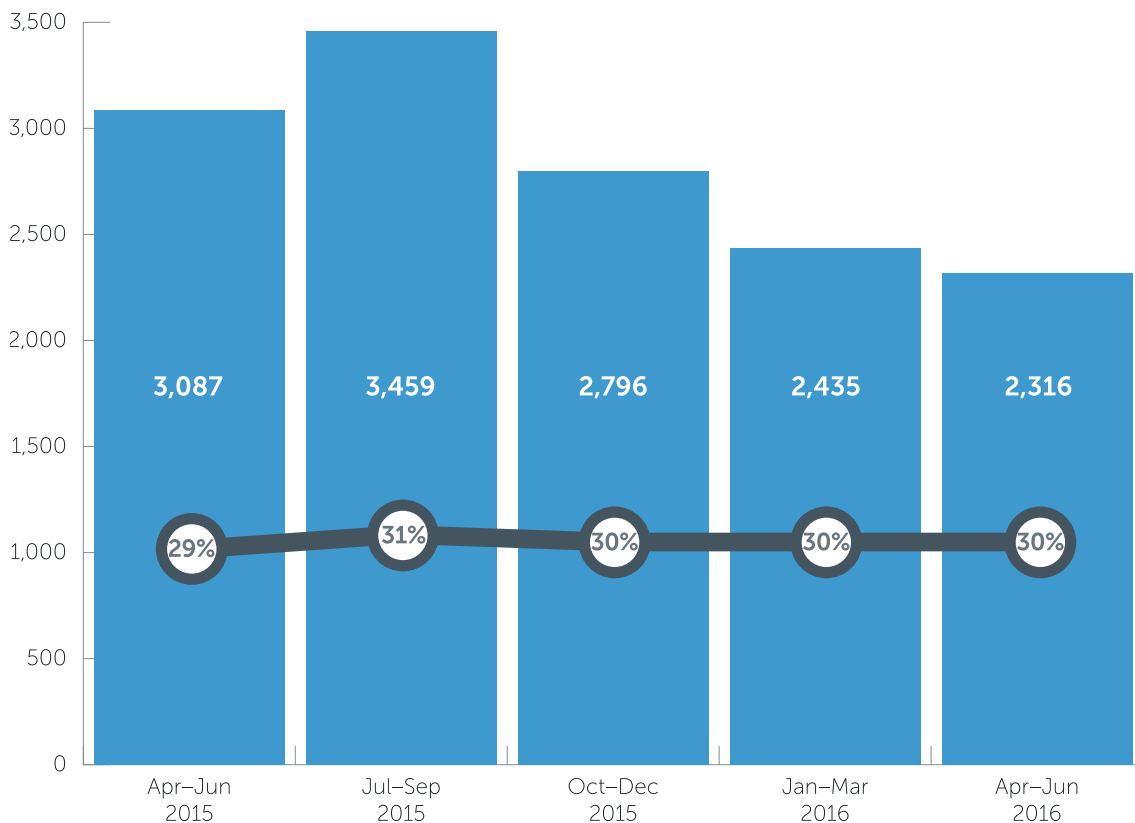
The [Customer Service Code for Urban Water Businesses](#) requires a water corporation to promptly reconnect a customer's property when the reason for restriction no longer exists. EWOV's June 2016 '[Hot Topic](#)' covers water leaks.

The [Hardship Guaranteed Service Level](#) (GSL) is a water industry payment, made to a customer where a water corporation doesn't take certain steps (notices, contacts) before restricting the customer's water supply or commencing legal action.



CREDIT

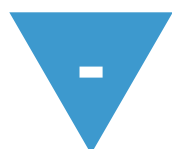
FIGURE 2
Credit cases



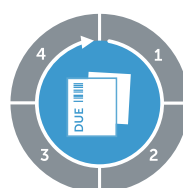
Note: The disconnection data in this report does not include LPG Deliveries Stopped cases.



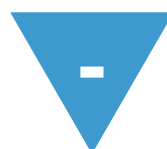
COMPARED TO
LAST QUARTER
CREDIT CASES



5%



COMPARED TO
THIS TIME LAST YEAR
CREDIT CASES

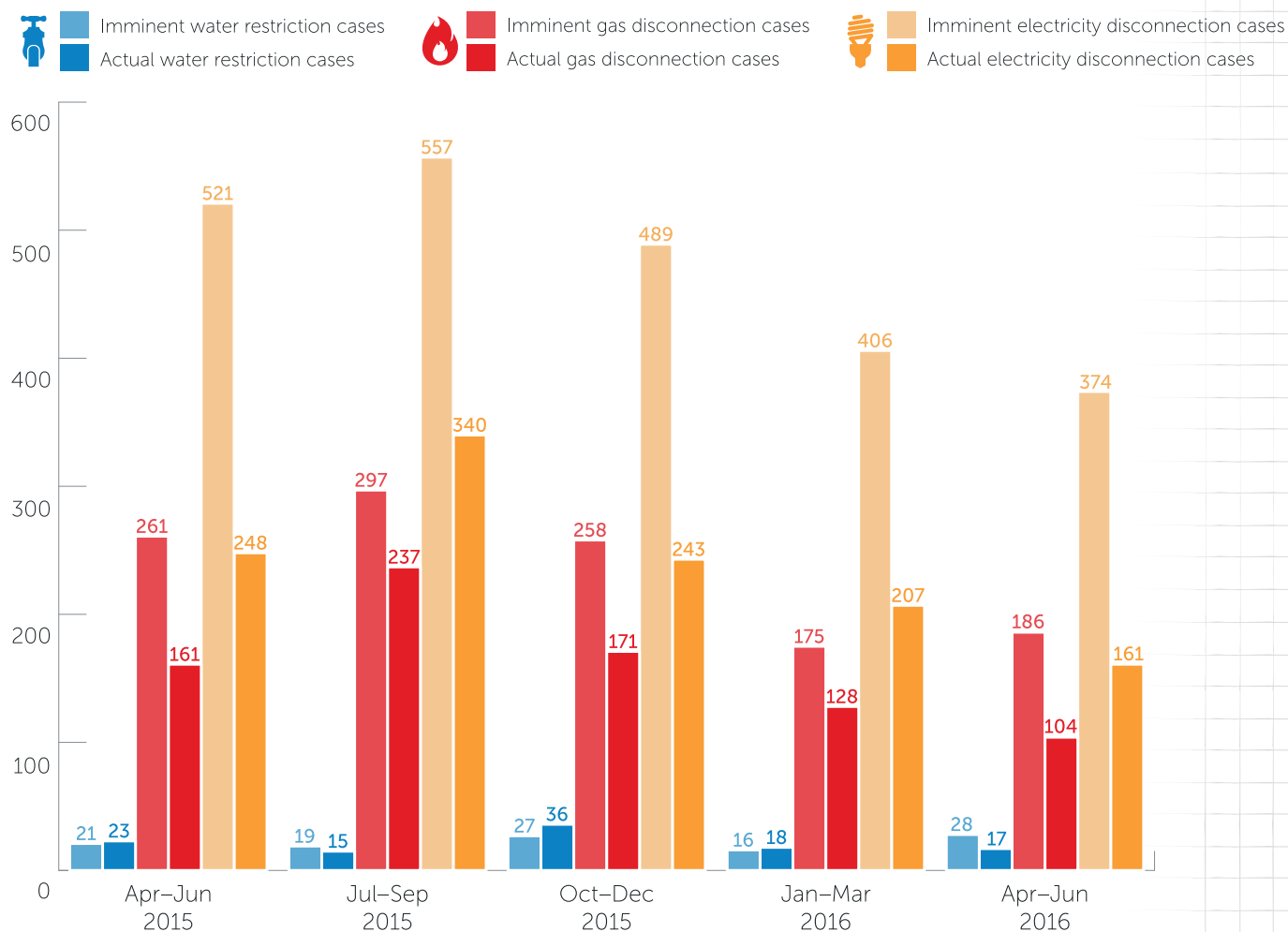


25%



FIGURE 3

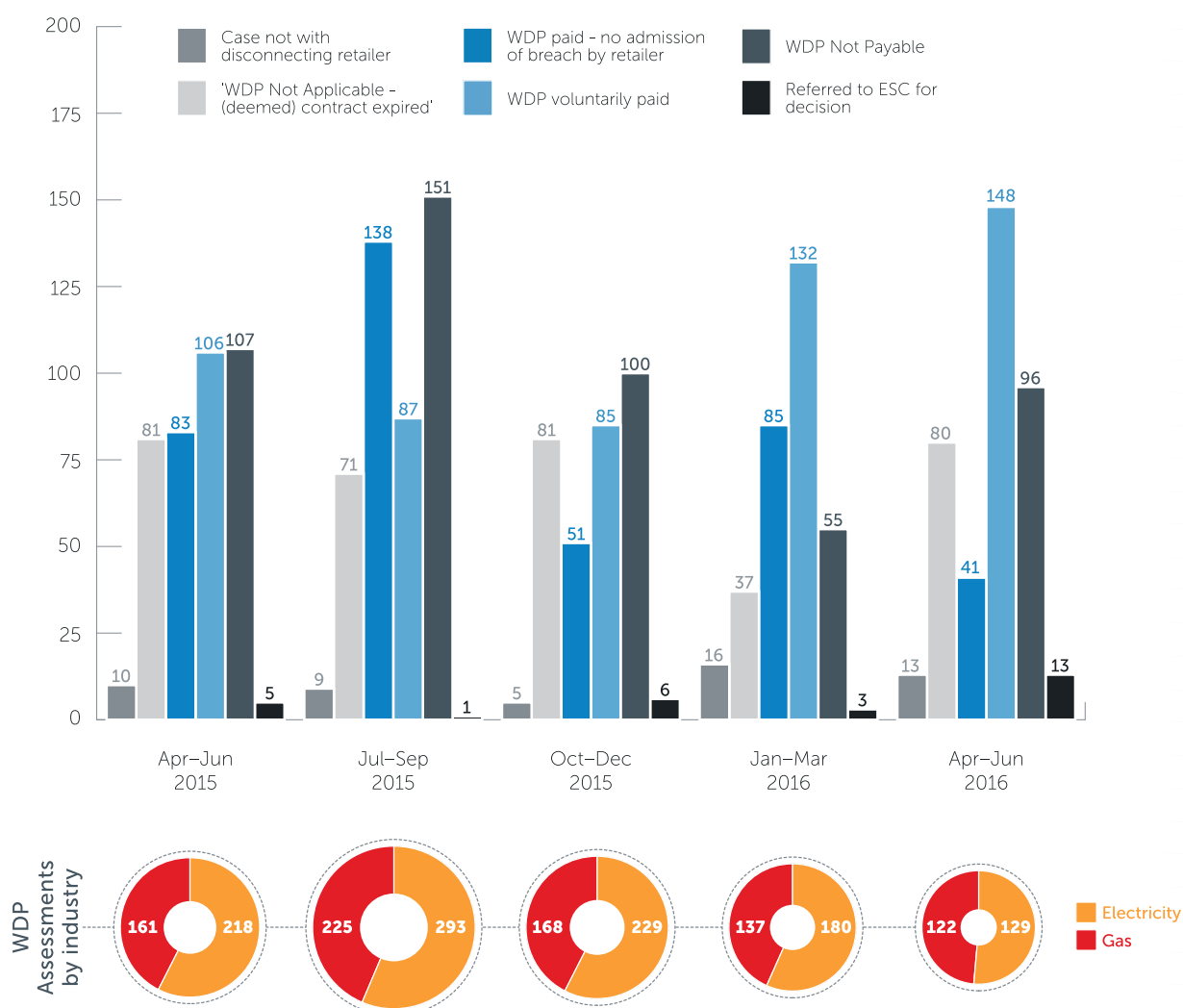
Credit-related disconnection and restriction cases



Note: The disconnection data in this report does not include LPG Deliveries Stopped cases.



FIGURE 4
WDP outcomes





Case Study

Customer assumed her monthly payments were enough

The customer called EWOV the day her electricity was disconnected in January 2016. She knew she had considerable arrears, but said she'd been paying between \$100 and \$250 a month to reduce the amount she owed. There was no formal payment plan. The customer said she assumed her payments were keeping her on top of the arrears and that she wouldn't be disconnected if she was paying something every month. She said she could afford to pay only \$50 in December 2015, due to short term financial difficulties. She didn't recall receiving a disconnection warning.

Responding to our Investigation of the customer's complaint, her retailer advised that she owed \$1,044.38 on her electricity account and \$157.99 on her gas account. The retailer provided a credit of \$150 to cover food she lost because of the disconnection, reducing her electricity arrears to \$894.38. The customer was open to a formal monthly payment plan of between \$125 and \$150 for each fuel. After discussions with her, the retailer set up a payment arrangement covering both of her accounts. This required her to pay \$125 a month for each fuel. The customer was satisfied with this outcome and the complaint was closed on this basis.

Our separate assessment of whether the disconnection complied with the requirements of the *Energy Retail Code* concluded that it didn't, because retailer didn't fulfil its obligation to contact the customer in the month prior to disconnection. On this basis, it made a Wrongful Disconnection Payment (WDP) of \$510.70 to the customer.

2016/736 2016/737 and WDP/2016/28

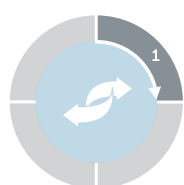
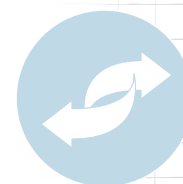
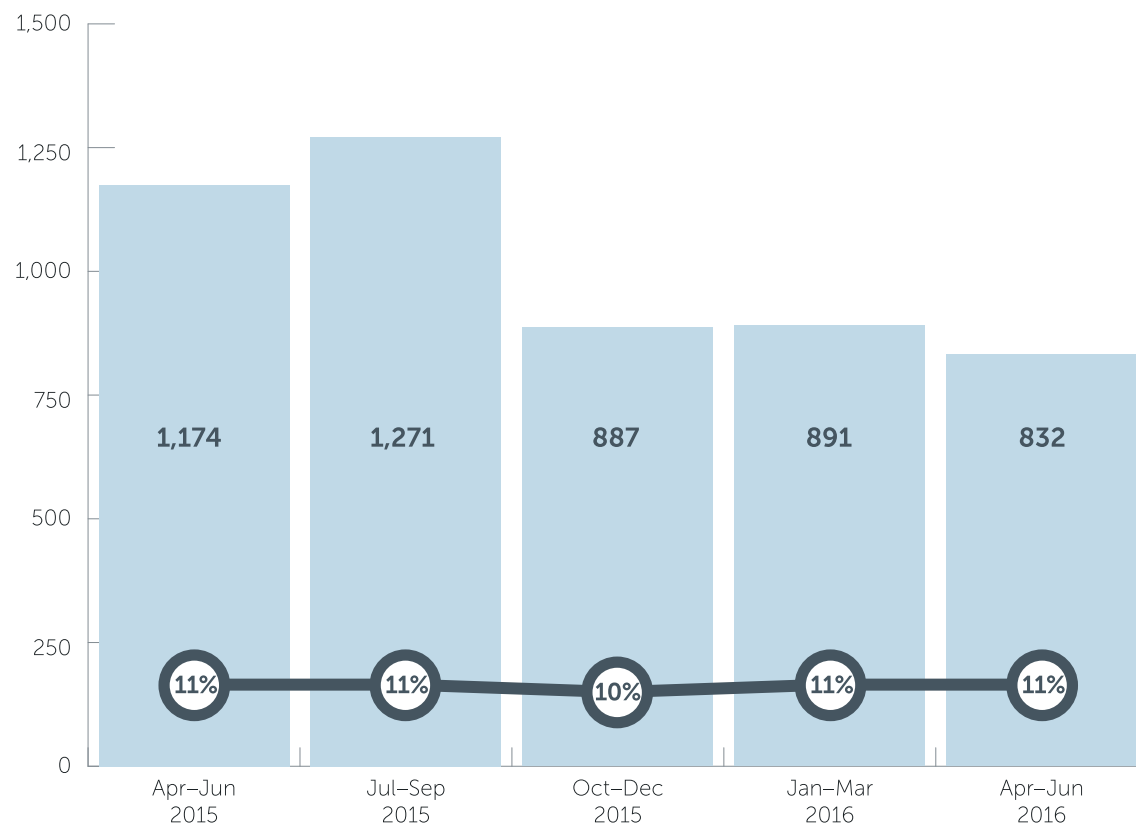
The customer said she assumed her payments were keeping her on top of the arrears and that she wouldn't be disconnected if she was paying something every month.



TRANSFER

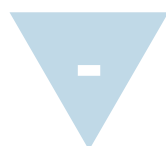
FIGURE 5

Transfer cases

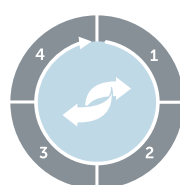


COMPARED TO
LAST QUARTER

TRANSFER CASES

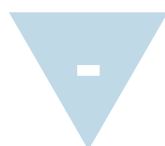


7%



COMPARED TO
THIS TIME LAST YEAR

TRANSFER CASES



29%



Case Study

Importance of being clear about how a discount incentive will be applied

The customer said that when he told his electricity retailer he was thinking of switching to another retailer, it offered him a 35% discount to stay. After not receiving a bill for six months, he received backbilling for \$433.45 that didn't include the discount. When he complained, he was told the backbilling would be revised to include the discount and reissued within 15 days. When the revised billing arrived, the discount still wasn't included. The customer also wanted his property (a showroom no longer used for business) changed from commercial to residential, and his rates adjusted accordingly in line with his agreement with the retailer.

When Assisted Referral and Real Time Resolution didn't resolve the issue to the customer's satisfaction, we opened an Investigation. Responding to our Investigation, the retailer maintained that the 35% discount was applied to the rates, not to the whole bill as a pay-on-time discount. It said it had already offered the customer the same rates as he had on his residential property.

In resolution of the complaint, the retailer confirmed it would honour the 35% as a pay-on-time discount. It credited the customer's account with \$151.71, leaving a balance of \$281.74 payable within five business days. It confirmed that the customer was being billed on residential rates and arranged for a site visit by the distributor to check whether the meter tariff at the property could be changed to residential. The customer was satisfied with this outcome and the complaint was closed on this basis.

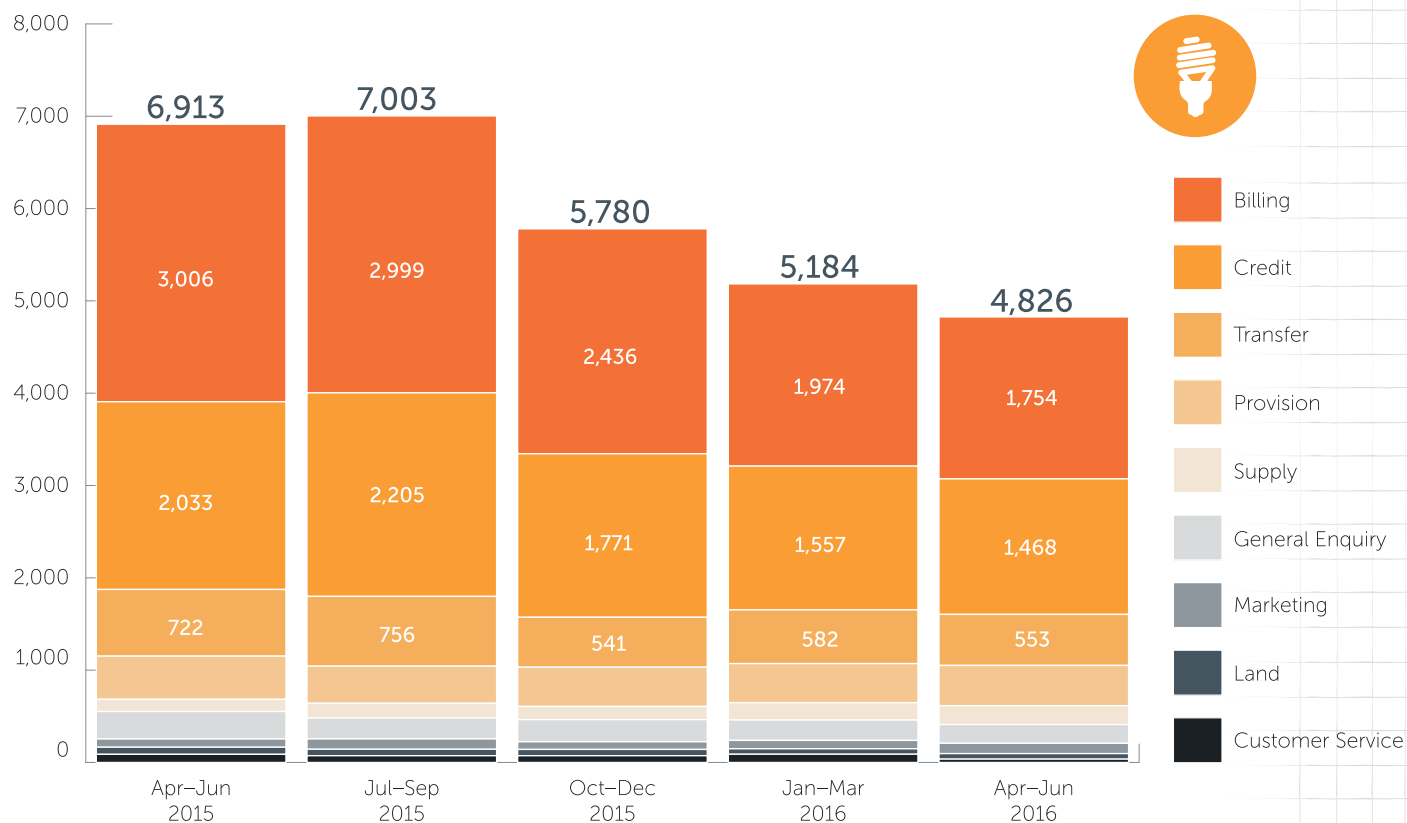
2016/10141

... when he told his electricity retailer he was thinking of switching to another retailer, it offered him a 35% discount to stay.



ELECTRICITY

FIGURE 6
Electricity cases



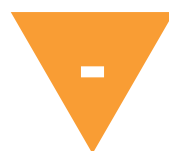
COMPARED TO
LAST QUARTER
**ELECTRICITY
CASES**



7%



COMPARED TO
THIS TIME LAST YEAR
**ELECTRICITY
CASES**

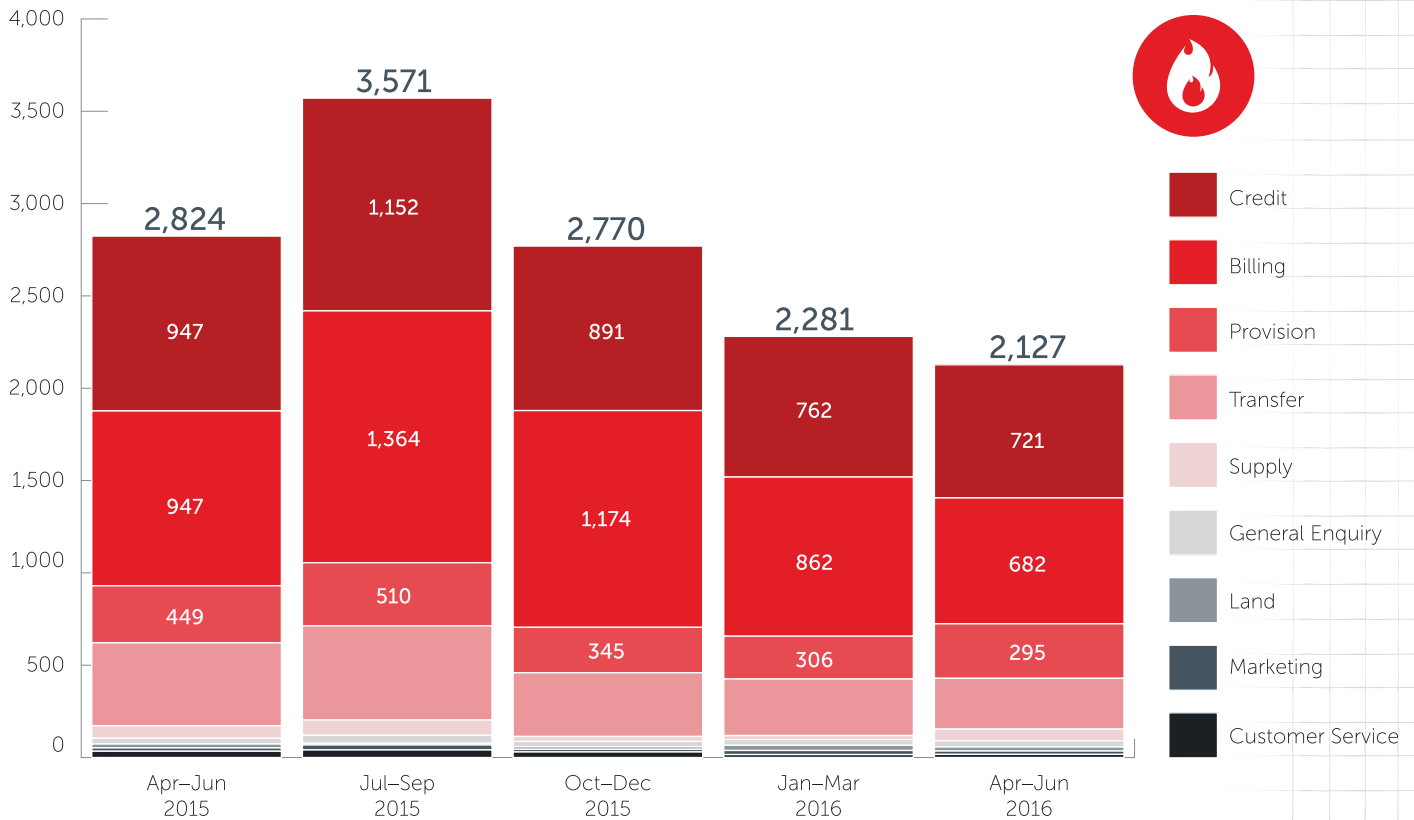


30%



GAS

FIGURE 7
Gas cases



COMPARED TO
LAST QUARTER
GAS CASES



7%



COMPARED TO
THIS TIME LAST YEAR
GAS CASES

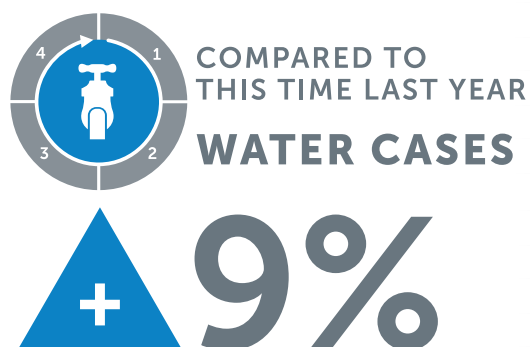
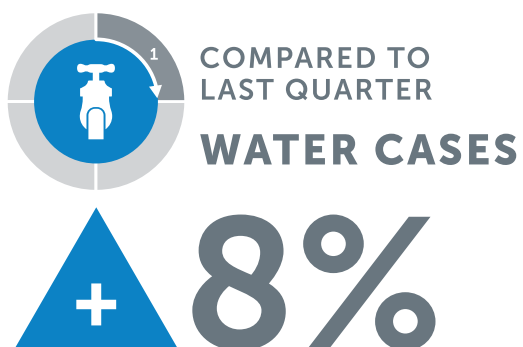
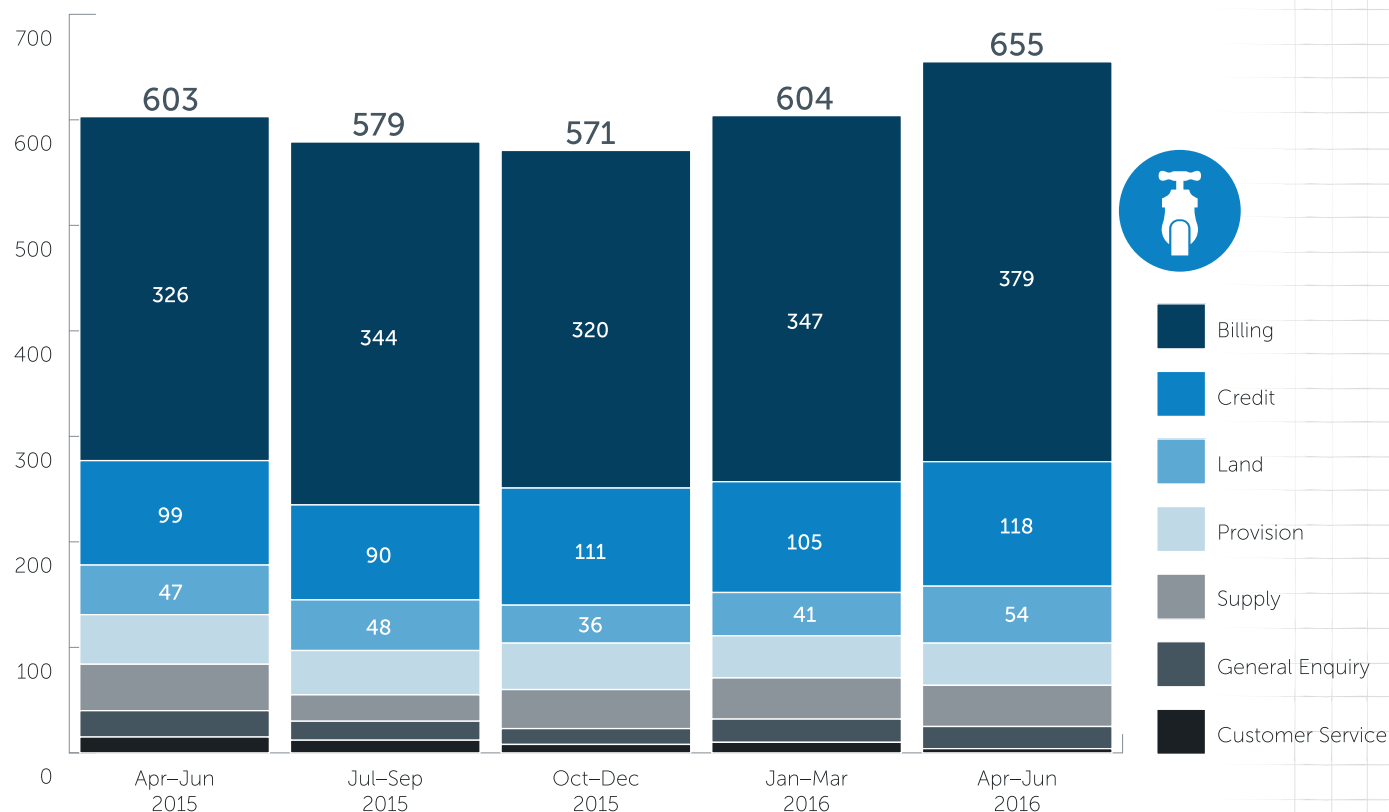


25%



WATER

FIGURE 8
Water cases





SYSTEMIC ISSUES

Summary of systemic issue investigations opened and closed

April to June 2016

	Energy	Water	LPG
Open/Under Investigation	2	0	0
Closed	8	6	0

Note: Systemic issue investigations opened and closed during the above period that cannot yet be identified as being systemic haven't been included.

Issues identified as systemic and closed

April to June 2016

Energy

Complexity of calculating termination fees – large business contracts

Two complaints lodged with EWOV revealed issues with the calculation of termination fees for large business contracts. Some related to the complexity of calculating the termination fee, because the energy retailer recovered losses arising from having to terminate contracts with third parties. The complex calculations meant there were delays in sending termination fee information to some customers. There was the added complication that the retailer wasn't able to adequately substantiate its losses or how it had calculated the termination fees. The retailer advised EWOV that it had updated its standard terms and conditions making the information about termination fees clearer. In addition, customers can now request a statement to show how the break fee was calculated. The regulator was notified. SI/2015/26

Disconnection warning notices sent too quickly to customers on deemed contracts

In seven complaints lodged with EWOV, deemed contract customers received disconnection warning notices before the expiry of the notice period listed in the notice of intention to disconnect. This did not comply with the timeframes in clause 115(2)(b) of the *Energy Retail Code (version 11)*. We notified the retailer and provided our related Wrongful Disconnection Payment (WDP) assessments. The retailer paid WDPs to the customers who'd lodged complaints with EWOV. It advised us that it had also contacted other affected customers to seek their instructions for payment of their WDP entitlement. It stopped sending intention to disconnect and final disconnection warning notices to customers on deemed contracts while it fixed the issue. It advised that a system fix would ensure that future notices comply with Code timeframes. We understand some 223 customers were affected. The regulator was notified. SI/2016/7

Loss of access to an energy distributor's online web portal

One complaint received by EWOV highlighted loss of access to an energy distributor's online web portal (to monitor electricity usage). The problem appeared to be linked to Smart Meter upgrades completed by the energy distributor. The distributor identified around 3,000 affected customers who were registered users. It contacted them to advise that the online portal would be unavailable for the next 6-12 months due to network upgrades. Customers can still request their interval meter data. The regulator wasn't notified. SI/2016/33



Payment plan customers had their whole account balance direct-debited

In three complaints to EWOV, customers on fortnightly payment plans had their entire energy account balance direct-debited by their financial institution. The energy retailer identified 223 affected customers across Australia, 87 of them in Victoria. It advised that it had placed a hold on the affected accounts, and would contact the customers to apologise, offer refunds and make goodwill payments. The regulator was notified. SI/2016/49

Customers quoted incorrect (cheaper) tariffs in phone and door-to-door marketing

We received eight complaints in which it was evident that the tariffs quoted by an energy retailer's sales representative during phone and door-to-door marketing were lower than the tariffs in their welcome packs and/or on their bills. The retailer identified that one of its phone sales representatives had misquoted solar customers with non-solar (cheaper) tariffs. It said it had coached the sales representative and re-trained all sales staff across all marketing channels. No further cases about the energy retailer misquoting tariffs during marketing were received by EWOV. The regulator was notified. SI/2016/9

Misleading telephone marketing

In nine complaints to EWOV, an energy retailer's telephone sales representative claimed to be from the customer's electricity distributor. The customers who contacted us complained about being misled, not understanding what they were signing up to, having difficulty cancelling the contract within the cooling-off period, and being called even though they're on the Do Not Call Register. The retailer advised that it had taken action to review the compliance of its sales representatives, including listening to hundreds of sales calls. Following this it had terminated the employment of one salesperson, undertaken retraining, and made procedural changes. It also contacted the customers who had lodged complaints with EWOV to address their particular situation. We monitored cases received for the energy retailer after it implemented its new sales processes and no further marketing or transfer cases were registered. The regulator was notified. SI/2016/34

Confusion over which gas retailers can sell where

In two complaints to EWOV, the customers had been given conflicting information on which retailers could sell gas in a certain part of Victoria. Adding to customer confusion, another energy retailer had an incorrect gas offer listed on the Victorian Energy Compare website. The energy retailer against which the two complaints were made advised that it is the only gas retailer in the region. The retailer said it provides this information to customers who contact it. The confusion seemed to have arisen from incorrect information provided by other retailers, the distributor and the regulator. The Victorian Energy Compare website also wrongly listed another gas retailer's offer, which was to be rectified. The other energy retailer with the wrong listing on Victorian Energy Compare deleted its gas offers for the affected postcodes. SI/2016/37

Changing notification of price increases

Four complaints to EWOV highlighted that customers had been told by their energy retailer that it would no longer send a letter to advise of price changes before a price change occurred. If customer had email billing, the price change would be communicated that way. The energy retailer confirmed that it was changing the way it notifies customers about price changes and had sent customers letters and emails to advise of the change. The retailer's contract terms and conditions and the provisions of the *Energy Retail Code* allow for customers to be notified on the next bill after a price change. This change did not affect customers on contracts where price notifications need to occur before the next bill is issued. The change affected some 414,000 gas customers and 447,000 electricity customers in Victoria. The regulator was notified. SI/2016/11



Water

Delayed application of GSL rebates

The water corporation self-reported this issue to EWOV and the Essential Services Commission. Guaranteed Service Level (GSL) rebates are normally applied to water accounts automatically. Due to system issues since September 2014, approximately 13,250 rebates hadn't been applied to eligible customer accounts (up to November 2015). The systems issue was resolved and the water corporation had commenced application of a backlog of rebates to customer accounts. Most customers had received their rebate and would receive an apology letter which explained the delay and details of the rebate. EWOV did not receive any complaints about this issue. SI/2016/30

Estimated final water information statements when properties are sold

Two complaints about estimated final Water Information Statements for sold properties were received. The first issue, about the accuracy of balances on Water Information Statements and Rate Settlement Statements, affected customers on instalment payment plans and meant that all outstanding water charges at the time of settlement were transferred to the purchaser. The second issue related to customers/conveyancers who didn't request special meter reads at the date of property settlement, so received an estimated read. The issues were addressed in December 2015. The water corporation wrote off unexplained debts. It also changed its customer communications to make it clear that a special meter read needed to be requested to ensure the accuracy of a Water Information Statement and a Rate Settlement Statement. SI/2016/19

Non-billing of water and sewerage charges

A water corporation notified EWOV that it had identified an issue where some 2,850 customers weren't billed water and sewerage service charges. It said that from July 2015, billing for these customers would include the charges, and if the customer owns the property, nine months' back-billing would apply. We received six related complaints. The water corporation waived backbilling charges greater than nine months (even though it was permitted to backbill 12 months) for customers who were undercharged and had owned the property for the whole duration. If the customer owned the property for three months only, they were backbilled three months only. For customers who complained about the backbilling, the water corporation reduced the backbilled charges. SI/2015/49

Water and sewerage charges billed in error

A water corporation notified EWOV that it had identified an issue where a group of some 250 customers had been billed water and sewerage service charges in error. The water corporation confirmed that all affected customers would be issued a credit that could be used to offset billing, or taken as a refund. EWOV received no related complaints. The water corporation refunded the customers who were overcharged. It also communicated with affected customers and provided a letter of explanation. SI/2015/50

Digital water meter replacement program

In one complaint to EWOV, the customer complained about receiving a letter telling him he had to replace the standard water meter at his property with a digital water meter with remote reading capabilities, because he'd received several estimated bills. The compulsory digital water meter replacement program — which required customers to pay for these meters — started in September 2014 and ended in February 2016. If there are ongoing meter access issues, the water corporation provides customers with three options to provide meter reads — they can provide a self-read over the phone if their meter has been read in the last 12 months; or if their meter has not been read for more than 12 months, they can send a photo of the meter read or arrange a special meter read appointment. SI/2016/20



Changes to how high bills are handled

Through cases received, media and notification from the ESC, we identified that a water corporation had experienced a spike in billing and high bill enquiries and complaints, which may have affected some 5,000 customers. The water corporation has changed the way it handles customer enquiries and complaints about high bills by creating a new specialised team. Its staff have received additional training to help identify hardship, payment difficulties, and resolve complaints from customers who do not accept the outcome of leak allowance. It has tailored its assistance for customers who have special circumstances. It has also changed its leak allowance/unexplained high bill process, so customers are now phoned about the outcome of their application, rather than just being sent an outcome letter. SI/2016/18



PUBLIC SUBMISSIONS MADE BY EWOV

Australian Consumer Law Review Issues paper

Market and Competition Policy Division, The Treasury, Australian Government

Our submission focused on marketing and transfer cases handled by EWOV and how these cases have been falling since early 2013. In part, we attribute the fall to the positive impact on energy marketing practices of Australian Consumer Law (ACL) provisions about misleading and deceptive conduct, and the ACCCs enforcement action on energy marketing activity. We also believe reduced door-to-door energy sales, more effective IDR by energy retailers, and greater use by households of ACMA's Do Not Call Register are all playing a part. That said, customers are still contacting EWOV to complain about a range of marketing issues and we used our submission to explain some of these – price changes during fixed-term contracts; billing based on tariffs different from those quoted at sign-up; contract termination fees; and contract rollover without a customer's explicit consent. We also took the opportunity to raise some concerns about emerging business models and the limitations of EWOV's jurisdiction to deal with complaints about some businesses selling energy (e.g. embedded networks in caravan parks, retirement villages and shopping centres). This is because these sellers are exempt from several of the requirements placed on traditional energy companies. There is also added complexity when EWOV's scheme participants offer products and services (e.g. solar PV systems and/or batteries) which are considered to be outside EWOV's jurisdiction. Although there are protections under the ACL, we believe it's necessary to consider these new business models and whether the existing provisions adequately cover the new products and services being offered.

[EWOV's submission online](#)

Transfer Accuracy Rule Change Request Consultation Paper

Australian Energy Market Commission (AEMC)

Our comments on this AEMC paper addressed a number of transfer issues we continue to see commonly in EWOV cases, despite a fall in transfer cases overall. These include transfer error and/or transfer delay as a result of mismatched addresses. We supported more information being available to customers about their rights in the transfer process and the adoption of a universal standard for recording supply addresses. We supported the AEMC's proposal to clarify retailer roles to ensure there is clear guidance to all parties about how to fix transfer errors quickly. We also supported a proposal that there be a requirement on the first retailer contacted by an affected customer to co-ordinate the process and fix the problem. With other initiatives, this would help reduce the responsibility being placed on customers to manage the resolution process.

[EWOV's submission online](#)

Consultation Paper – Using estimated reads for customer transfers

Australian Energy Market Commission (AEMC)

EWOV's contribution to this AEMC paper presented an overview and analysis of complaints related to meter reading. In providing this, we highlighted developments such as the rollout of Smart Meters. We also highlighted common complaint themes of problems with business-to-business communications; use of substituted billing data on Smart Meter related bills; wrong information on bills about whether the meter reading was estimated or actual; and access issues for meter reading.

[EWOV's submission online](#)



GLOSSARY

If you would like to know more about EWOV's issue and complaint terminology, visit our [website](#) for a complete glossary.