



Energy & Water
Ombudsman NSW
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Quarterly Activity Report: Complaints, Case Studies and Community

Quarterly Report
1/10/2016 to 31/12/2016

Energy & Water
Ombudsman NSW

Fax 1800 821 291
Free Call 1800 246 545

Web ewon.com.au
Email omb@ewon.com.au

ABN 21079718915
Post PO Box A2436 Sydney South NSW 1235

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Introduction

This quarter the report focuses on three specific energy complaint issues:

- the **digital meter exchange program**: this was covered in the last quarterly report but as complaints are increasing in this area and we are only at the start of the rollout, it requires further consideration;
- disconnections arising from **transfers in error**: a constant source of complaint which is topical given the AEMC's rule change which aims to improve customer service in this area; and
- ongoing issues associated with **billing estimations** for gas customers: another source of increasing complaints as restrictions have been placed on the ability of customers to obtain a bill based on a self-read; something that may need to be considered further given the number of dwellings in NSW with internal gas meters.

The three themes chosen do not apply to water customers. We have therefore identified a number of case studies that illustrate common complaint issues that are raised by water customers. The number of water complaints requiring investigation remains low. In some instances, EWON resolves matters by explaining a provider's decision in a way that a customer can understand, their provider having failed to do that.

Complaints about all of these energy and water issues, as well as all other complaint issues, are resolved with a range of outcomes – plain English explanations, reimbursements, account reconciliations, goodwill gestures and sometimes, **genuine apologies**.

In late 2016, a complaint was escalated to the Ombudsman for resolution and review of EWON's service because of the nature of an apology provided to the customer by a provider, an apology that fell well short of being genuine. In our experience, this occurs too often and we have asked that all energy and water providers review their approach to providing genuine apologies for events which cause hardship, inconvenience or reduced consumer confidence. The event may or may not have been beyond the control of the service provider but the way energy and water providers respond after the event can prevent or result in a complaint.

EWON encourages all providers to review their approach to saying 'sorry' – a fresh approach, which is not constrained by a fear of admitting liability, may see a reduction in their internal complaints as well as complaints to EWON.

We would also like to highlight recent developments which need to be considered when investigating complaints from vulnerable customers with significant energy and water debt. The **AER's Sustainable Payments Plan Framework** provides an industry good practice approach for what is fair and reasonable when dealing with customers in debt. Energy and water providers should also have regard to the **ASIC/ACCC Debt Collection Guideline**.

The Guideline sets out the principles that should apply when recovering a debt and it makes no distinction between current customers and inactive customers who have transferred to a new retailer. We will be writing to all Customer Service Managers providing more details about how the Framework and the Guideline will be considered in EWON investigations.

And finally, the Commonwealth Government **changes in aged pensioner eligibility criteria** effective from 1 January 2017 may see many NSW customers lose their energy / water concessions as well as

concession benefits for their drivers' licences, council rates and car registration. A proactive approach to offering affordability programs to those affected may help keep these customers on track.

We welcome any feedback about this report. For further information, or to discuss any aspect of it, please contact our office. Contact details are on the cover of this report.

Complaint Activity October – December 2016

Overview

Complaints received by EWON in 2016 plateaued in the second half of the year. While complaints received this quarter reduced by 2.9% in comparison to the same period last year (5,639 compared to 5,806), this is less than the decline in each of the previous four quarters which was over 20%.

Electricity: Electricity retail complaints declined by 4.4%, from 3,868 opened in the same quarter of 2015 to 3,696. There was also a 16.5% reduction in electricity distribution complaints, from 243 to 203.

Gas: The number of gas retail complaints received this quarter declined by 2.4% (1,231) in comparison to the corresponding period in 2015 (1,261). However the number of gas distribution complaints (103) rose by 80.7% in comparison to the equivalent period last year (57).

Water: The number of water complaints received this quarter (163) declined by 20.9% compared to the corresponding period (206 in 2015).

The figure below illustrates the complaints opened in the quarter compared to last year across a number of categories. The figures for this quarter are shown alongside the figures for the corresponding quarter last year.

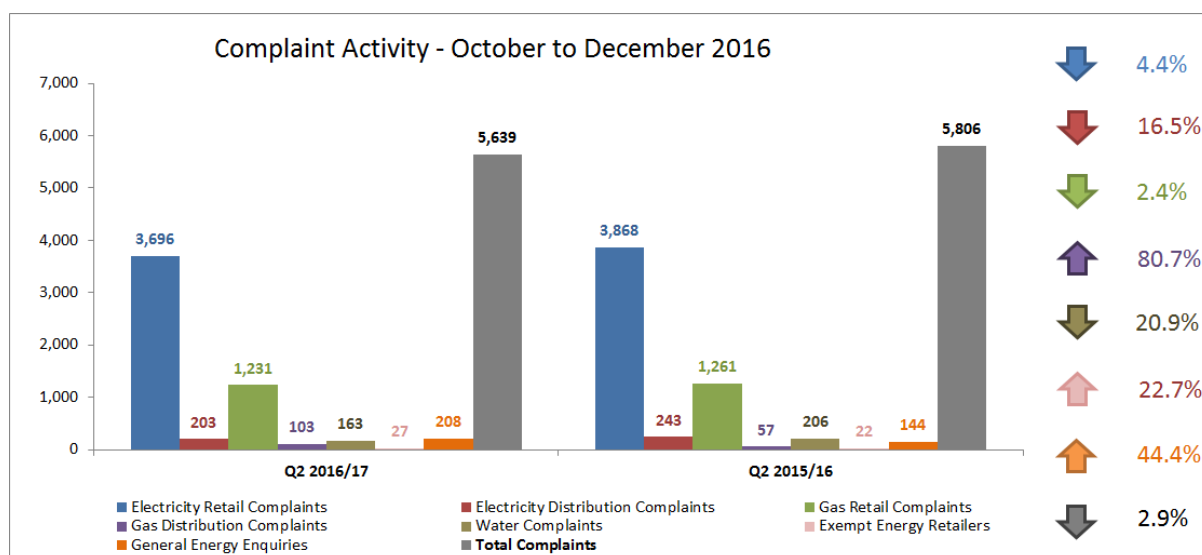


Table 1 below provides more detailed information about the number of complaints **received** during October to December 2016, in comparison to the corresponding period in 2015, along with the change, presented in actual and percentage terms.

Table 1 – Files opened Oct –Dec 2016

Case Subject	Provider Type	Oct 16 – Dec 16	Oct 15 – Dec 15	Increase or decrease	% change
Electricity	Distributor	203	243	-40	-16.5%
Electricity	Exempt retailer	22	21	1	4.8%
Electricity	General enquiry	201	137	64	46.7%
Electricity	Retailer	3,696	3,868	-172	-4.4%
Electricity Total		4,122	4,269	-147	-3.4%
Gas	Distributor	103	57	46	80.7%
Gas	Exempt retailer	5	1	4	400.0%
Gas	General enquiry	7	7	0	0.0%
Gas	Retailer	1,231	1,261	-30	-2.4%
Gas Total		1,346	1,326	20	1.5%
Non energy/ Non water	General enquiry	8	5	3	60.0%
Non energy/ Non-water Total		8	5	3	60.0%
Water	Distributor	42	50	-8	-16.0%
Water	Exempt retailer	2	2	0	0.0%
Water	General enquiry	5	7	-2	-28.6%
Water	Retailer	114	147	-33	-22.4%
Water Total		163	206	-43	-20.9%
Grand Total		5,639	5,806	-167	-2.9%

Customer Complaint Issues

Complaints about customer service issues have all shown a significant increase when compared to the same period in 2015:

- Customer service / poor service up 20.9% (1,530 from 1,226)
- Customer service / failure to respond up 21.9% (986 from 809)
- Customer service / Incorrect advice or information up 35.8% (504 from 371)
- Customer service / failure to consult or inform up 58.7% (365 from 230)

The increase from 199 to 321 in the General / Energy issue is directly related to customers contacting EWON requesting information about the end of the Solar Bonus Scheme.

Table 2 – Top 10 issues Oct –Dec 2016 compared with previous quarter 2015

Primary Issue	Secondary Issue	Tertiary Issue	Oct 16 – Dec 16	% share of total issues	Oct 15 – Dec 15	% share of total issues
Billing	High	Disputed	1,717	14.0%	1,653	13.3%
Customer service	Poor service		1,530	12.5%	1,226	9.8%
Customer service	Failure to respond		986	8.1%	809	6.5%
Billing	Estimation	Meter access / not read	537	4.4%	507	4.1%
Customer service	Incorrect advice/information		504	4.1%	371	3.0%
Billing	Opening/closing account		476	3.9%	600	4.8%
Credit	Payment difficulties	Current/ arrears	422	3.5%	679	5.5%
Customer service	Failure to consult/inform		365	3.0%	230	1.9%
General	Energy/water		321	2.6%	199	1.6%
Credit	Collection	Credit rating	270	2.2%	434	3.5%
Total Number of Issues Per Quarter			12,232		12,460	

Energy issues

This quarter's report highlights the digital meter exchange program, disconnections arising from transfers in error, and ongoing issues around billing estimations for gas customers. The breakdown by energy complaint types is shown in *Table 3*.

Table 3 – Case breakdown – energy

Complaint type	Number of complaints	% Total energy complaints
General Enquiry	82	1.5%
Complaint enquiry	1,532	28.0%
Refer to Higher Level	2,538	46.4%
Investigated	1,316	24.1%
Total	5,468	100%

Digital meter rollout

The retailer led rollout of digital meters has continued throughout this quarter. Complaints arising from this process have increased month by month since July 2016.

Table 4 – Digital Meter Exchange complaints

Digital Meter Exchange	Number of Complaints
July	6
August	15
September	18
October	30
November	52
December	116
Total	237

In response to this rising number of complaints and in recognition that the digital meter exchange will continue, EWON has introduced a new set of issues to identify complaints related to the exchange program:

- Digital meter exchange / failure to respond
- Digital meter exchange / incorrect advice / information
- Digital meter exchange / failure to notify
- Digital meter exchange / fault
- Digital meter exchange / not installed
- Digital meter exchange / opt in / opt out
- Digital meter exchange / terms and conditions
- Digital meter exchange / billing
- Digital meter exchange / delay
- Digital meter exchange / other

These new issues and the numbers associated with each issue are now included in the complaint statistics section of this report.

It is expected that, with the ending of the Solar Bonus Scheme, there will be a further increase in customer complaints over the next few months. While complaints about delays in installation have increased dramatically, there have also been complaints about the failure of retailers to install meters in circumstances where customers had understood an installation date had been agreed. Customers have also complained about faulty installations, billing and contract terms, and about restoration of meters where new meters were not agreed to or requested.

Customers are reporting to us that there is confusion and a lack of understanding by some staff in call centres about what is happening and what solutions are available for customers. In many instances customers are coming to EWON because retailers did not adequately respond to questions and complaints.

Case Studies: Delay in installation

Case	Customer information / outcome
<p>Failure to respond to a customer</p>	<p><i>A customer should not have to come to EWON to get information from their retailer.</i></p> <p>The customer had contacted his retailer about a meter exchange. He called EWON because his retailer had said they would call him back and he had not heard from them. He wanted his meter changed before the end of the Solar Bonus Scheme.</p> <p>With the customer’s agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
<p>Failure to respond to a customer</p>	<p><i>Repeated failure to contact customers understandably leads to dissatisfaction with the retailer’s customer service.</i></p> <p>The customer received a letter from his retailer in October 2016 advising that the Solar Bonus Scheme was ending soon and to contact them to discuss his options. He called them in late October 2016 and on at least five more occasions, but no one he spoke to could help. He was either told someone would call him back, or that he needed to call back another day.</p> <p>With the customer’s agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
<p>Delay</p>	<p><i>An increasing number of customers are approaching EWON about delays in the rollout process.</i></p> <p>The customer had contacted his retailer regarding the installation of a new meter. He was told he was on a priority list but no date for a meter exchange could be provided. EWON explained the process and indicated that this was a voluntary rollout by retailers. Information was provided about meter exchange at his own cost. The customer understood this advice but felt he had received poor service from his retailer.</p> <p>The matter was treated as a complaint enquiry. The customer was told that if he was dissatisfied with the result, he could return to EWON.</p>

Case	Customer information / outcome
<p>New contract based upon meter offer</p>	<p><i>Customers who enter a contract with a new retailer have a right to have any commitments made in the sale process met.</i></p> <p>In October 2016, the customer was offered a contract by a retailer that included the installation of a net meter before 31 December 2016. The customer transferred to the retailer on the basis of that offer.</p> <p>The customer had been trying to contact the retailer for four weeks, however, had not found the customer service very helpful; staff did not call back as they promised and frontline staff did not provide answers. In early December 2016 the retailer advised a new meter would be installed between January 2017 and April 2017. The customer was of the view that the retailer was not meeting their agreement.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>

Case Studies: Failure to install

Case	Customer information / outcome
<p>Reimbursement for delay in meter replacement</p>	<p><i>It is unclear whether partial reimbursements to customers, where commitments for meter exchange have been broken, are being offered on an ad-hoc basis or in accordance with policy guidance.</i></p> <p>The customer advised his meter was supposed to be replaced with a digital meter in May 2016. By November 2016 the customer's meter had still not been replaced, and he had contacted the retailer several times, with advice that the meter would now be replaced in February 2017. The retailer had offered the customer certain reimbursements for the period between the end of the Solar Bonus Scheme and the installation of the new meter. The customer declined that offer because he did not find it reasonable as he would incur losses.</p> <p>The customer declined a referral back to his retailer and indicated that he would try to negotiate a better offer from his retailer. The matter was therefore treated as a complaint enquiry.</p>
<p>Installers blamed for delays</p>	<p><i>Different reasons for the delays in the meter exchange program are being given by retailers. Some customers are being told it is the fault of the installer when the installer is contracted by the retailer.</i></p> <p>The customer advised he was notified by his retailer in June 2016 that they would install a new meter at the supply address if he stayed with them as retailer. He contacted them in late November 2016 to make enquiries. He was advised they had ceased all new meter installations from 23 November 2016 due to issues with their installers. The retailer confirmed they could only place him on a priority list with no promises about timeframes or outcomes.</p> <p>EWON provided advice on the process and information about the different options for customers to have a new meter installed; by his</p>

Case	Customer information / outcome
	<p>current retailer, other retailers acting as metering providers (as listed on the Department of Industry Resources and Energy’s website), or an authorised electrician.</p> <p>The customer declined a referral back to his retailer and the matter was treated as a complaint enquiry.</p>
Delay	<p><i>While some customers are being offered compensation when there is a delay, others are not.</i></p> <p>The customer was contacted by his retailer mid October 2016 with an offer to install a net meter at no cost; the meter was to be installed by the end of December 2016. He agreed to the offer and was advised that the agreement would be confirmed in writing with an installation date. He had not received the letter and contacted his retailer on 18 November, and was told they would review his matter and call him back by 21 November. This did not occur. He called them again on 22 November and was advised that the original offer would not be honoured, and he could either approach another retailer or be put on a list for upgrade – which would occur sometime in 2017.</p> <p>With the customer’s agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>

Case Studies: Faulty installation

Case	Customer information / outcome
Faulty installation	<p><i>Where a customer has a complaint about an installation of a new meter, they should not be left to rectify installation problems themselves.</i></p> <p>The customer advised he had accepted an offer to have a new meter installed. He was advised he would be provided an installation date but his did not happen and the meter was installed when he was not at home.</p> <p>Following the installation he noticed there was a problem with his solar generation. He called his retailer and advised that there appeared to be an issue resulting from the installation of the new meter. He was advised they would not send a technician to check the installation. The customer engaged an independent electrician who repaired the installation defect. The electrician indicated he would produce a report about the problem if required.</p> <p>The inverter on the solar installation then failed and was repaired. The customer then emailed his retailer and asked them to attend his property and check the installation. He received no response. He understood that the new meter installation might not be the reason for the failure of the solar inverter but he wanted assurance. The fact that there was an initial issue with the meter installation had resulted in a lack of confidence in the installation overall.</p> <p>With the customer’s agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>

Case	Customer information / outcome
<p>Poor customer service</p>	<p><i>The retailer's response to this complaint was extremely poor with the potential to leave the customer without an energy supply.</i></p> <p>The customer advised that about six weeks prior to contacting EWON she had noticed a lock had been placed on her meter box without her knowledge or consent. She contacted her retailer to ask why this was done and was advised that a new meter had been installed. Her retailer could not explain why a lock had been placed on her meter box. She had followed up several times, seeking to have the lock removed from the meter box without success. She considered that having a lock that prevented her from opening her meter box was a safety issue, as her fuses were inside. She contacted her retailer again and said the customer service operator was rude and unhelpful, and indicated that she should just cut the lock off. She considered the level of customer service she received from her retailer to be very poor.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing she could re-contact EWON if necessary.</p>
<p>Failure to respond</p>	<p><i>A retailer should respond when a customer reports an issue with a new meter installation. It should not require multiple contacts and a complaint to EWON to rectify the problem.</i></p> <p>The customer advised he had agreed that his retailer would change his meter from a gross meter to a net meter. The customer said that no solar electricity generation had been recorded by his electricity meter since the meter was changed and that he had spoken with his retailer ten times to try and rectify the problem. His retailer had advised they would arrange for a technician to look at the meter but this had not occurred.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
<p>Compensation</p>	<p><i>Some mistakes will happen during the meter exchange program. EWON's role can be to provide advice to customers about how to claim compensation.</i></p> <p>The customer advised that his retailer had replaced his electricity meter while he was away. Following the replacement, two circuits were not turned back on; the fridge was on one of these circuits. The customer had been notified that during the process of replacing the meter the electricity would be disconnected for 30 minutes. The customer was absent from the property for three weeks and when he returned, discovered food had spoiled in his fridge. The retailer provided compensation for food spoilage; however he had been informed that the smell from the fridge could not be removed and he would need to buy a new one. EWON advised the customer to provide his retailer with a report from a relevant professional confirming this.</p> <p>The matter was treated as a complaint enquiry. The customer was told that if he was dissatisfied with the result, he could return to EWON.</p>

Case Studies: Failure to install due to external circumstances

Case	Customer information / outcome
<p>Mobile coverage</p>	<p><i>When a retailer is unable to install a new meter due to technical problems, the retailer should provide information about alternative options.</i></p> <p>The customer had solar panels and was receiving a feed-in tariff under the Solar Bonus Scheme. He was aware the scheme was ending and tried to have a digital meter installed by his current retailer. However, that retailer's digital meters required Optusnet connectivity and his area was not in an Optusnet service area. He believed a digital meter with Telstra connectivity might work, as Telstra mobile phones worked in his area. He was concerned about how difficult it was to get information about his options from retailers who did not appear to be very knowledgeable, or have a clear plan in place for the scheme ending.</p> <p>The matter was treated as a complaint enquiry. The customer was told that if he was dissatisfied with the result, he could return to EWON.</p>
<p>Mobile coverage</p>	<p>The customer lived in a mobile black spot and, due to this, his electricity retailer had advised they had no options for changing his meter to net metering at the end of the Solar Bonus Scheme. They had not provided any further information about options for him to obtain an appropriate meter. He believed his retailer should provide information to allow him to obtain and have an appropriate meter installed and an acceptable timeframe for the provision of this information and instructions.</p> <p>EWON referred the customer to the Department of Industry, Resources and Energy's website and advised that he would need to contact retailers individually about mobile coverage.</p> <p>The matter was treated as a complaint enquiry.</p>
<p>Three phase power connections</p>	<p><i>Many customers in NSW have three phase power. Despite this being known, some retailers are not prepared for customers who have three phase power connections.</i></p> <p>The customer had solar panels and a three phase meter. She received a letter from her retailer advising a new meter would be installed by the end of the year to coincide with the end of the Solar Bonus Scheme.</p> <p>When the technician arrived to install the new meter he did not have a three phase meter. The technician said the customer would be advised when the retailer had three phase meters ready to be installed. When the customer called, the retailer told her they could not give a definitive answer at that time and would revisit this in January 2017.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing she could re-contact EWON if necessary.</p>
<p>Asbestos</p>	<p><i>Retailers should have an appropriate process to provide information to customers who have asbestos meter boards. Refusing to install a new meter without further information being provided is unsatisfactory.</i></p> <p>The customer advised that he had requested his retailer to change his gross meter to a net meter as he was aware of the Solar Bonus Scheme ending and wanted to benefit from his solar production. The retailer</p>

Case	Customer information / outcome
	<p>refused to change the meter on the basis that he had an asbestos meter board. The retailer had not provided him with any information about his options.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>

Case Studies: Billing and contract issues arising from meter exchange

Case	Customer information / outcome
Choice of tariff	<p><i>EWON understands that customers will have a choice between flat and time of use tariffs. If a retailer is not offering this choice, customers should be informed before the meter is installed.</i></p> <p>The customer rang EWON as she had sought information from her retailer about the difference between time of use tariffs and flat tariffs now that she had a new meter. This matter was referred back to her retailer at a higher level (#271043).</p> <p>The customer returned to EWON dissatisfied with her retailer's response. She had asked to be placed on a flat tariff and they had refused, stating the tariff could not be changed. The customer also indicated that her solar bonus feed-in tariff had been reduced from 60¢ to 6¢ per kWh before the end of the program. EWON investigated this matter and a manual adjustment was provided to address the solar bonus payment issue. The retailer also initiated a tariff change request.</p> <p>The customer was satisfied with this outcome.</p>
Problems with solar bonus payment	<p><i>Problems with payment of the solar bonus should be rectified without the need for EWON intervention. Customers are entitled to the full feed-in tariff up to 31 December 2016.</i></p> <p>The customer rang EWON because, since a meter exchange, his retailer was paying him 8¢ rather than 60¢ per kWh for his solar generation. This matter was referred to a higher level (#273771) but the retailer failed to contact the customer. When EWON investigated, the retailer offered to provide a manual adjustment to pay the difference, as correcting the customer's tariff would be lengthy and time consuming. The retailer later contacted EWON to inform us that they had fixed the system problem and the customer would receive the correct payments for his solar feed in without the need for a manual adjustment.</p> <p>The customer was satisfied with this outcome.</p>
No Bill	<p><i>Customers should not have to contact EWON in order to receive a bill.</i></p> <p>An advocate advised EWON in mid-November that the customer had not received a bill since the retailer had installed a new digital meter in July 2016. She had contacted the retailer three times without a response.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing she could re-contact EWON if necessary.</p>
Contract variation	<p><i>If a contract offer is varied because of delays to meter installation, the</i></p>

Case	Customer information / outcome
	<p><i>contract variation should be honoured.</i></p> <p>The customer contacted her retailer on 24 November 2016, as she had not heard anything regarding her meter being exchanged following the end of the Solar Bonus Scheme. The customer had received a letter advising of a 10¢ feed in tariff and a 10% discount. The retailer advised the customer they could not tell her when her new meter would be installed. The retailer also advised this was outside their control as the meter provider could not tell them when the meters would be ready, adding that the new meter would be installed sometime in January or February 2017.</p> <p>The customer also discussed the contract offer with the retailer and was advised the discount could be increased to 15%. However, the contract she subsequently received made no mention of 15%. In addition, the contract stated it would commence on 24 November but the customer considered she should be entitled to the 60¢ feed-in tariff until the end of December when the scheme closed. The customer was unhappy the retailer was unable to provide her with any information regarding her meter exchange, and she did not consider she should lose out financially due to its delays.</p> <p>With the customer’s agreement, the matter was referred to the retailer at a higher level, knowing she could re-contact EWON if necessary.</p>

Transfers in error and disconnections

EWON strongly supports the proposed rule change currently under consideration by the AEMC relating to the rectification of transfers made in error. Our two main concerns are related to disconnections resulting from erroneous transfers and the mechanisms for rectifying such transfers. The proposed rule change should, if adopted, result in a reduced number of customers affected by a transfer in error needing to approach EWON seeking assistance to resolve their problem.

Most disconnections resulting from an erroneous transfer seem to arise where a transfer request is corrected but the site originally, and erroneously, transferred is not returned to the original retailer. It seems that rather than returning the incorrectly transferred site, it is retained by the retailer which initiated the erroneous transfer, as a new occupant supply account. This can then result in disconnection as some customers ignore notices that originate from a retailer that they have never heard of, or not chosen as their retailer.

Case Studies: Disconnection resulting from a Transfer in Error

Case	Customer information / outcome
Disconnection	<p><i>The retailer should have returned the billing rights to the previous retailer, rather than opening a new occupant account, then disconnecting the site.</i></p> <p>The customer had a long-term relationship with her retailer and when she received a ‘dear occupant’ letter from another retailer she ignored it as marketing. When she returned from a holiday she found her electricity</p>

Case	Customer information / outcome
	<p>supply disconnected and spoiled fridge / freezer food. The customer spent a long weekend without electricity and contacted EWON because she was still waiting for reconnection. The customer indicated the retailer which had disconnected the site had admitted that they had gained ownership through a transfer in error.</p> <p>EWON confirmed that the reconnection had been requested and checked to ensure that it had occurred. The retailer confirmed that a different customer had provided the wrong address during a transfer and that they had cancelled that account but had not returned the site to the previous retailer.</p> <p>A retrospective transfer was organised and the disconnecting retailer provided compensation claim forms to cover the food spoilage resulting from the disconnection.</p>

Case	Customer information / outcome
Disconnection	<p><i>Having corrected the transfer error for their legitimate customer, the retailer did not then rectify the incorrectly transferred account.</i></p> <p>The customer rang EWON because he had been disconnected and he did not know why. EWON checked MSATS and identified the retailer which had requested the disconnection. That retailer indicated the account was an unknown customer account. The account had been in a woman's name for five days after which it had become an unknown customer account. The customer who was disconnected was male and had been at that same address for 20 years.</p> <p>The retailer identified this was a transfer in error and agreed to arrange a reconnection and initiate a retrospective transfer back to the customer's original retailer.</p>
Failure to process retrospective transfer	<p><i>After a transfer in error the retailer should return the account, not pressure the customer into opening a new account.</i></p> <p>A customer's account was transferred in error, the customer's advocate approached EWON and a retrospective transfer back to the original retailer was organised (#271087). However, before that occurred, the retailer which had transferred the account in error sent the customer a 'dear occupant' notice. The customer was confused and signed a form which the retailer treated as providing explicit informed consent.</p> <p>The advocate recontacted EWON after the customer received a disconnection notice and, as a result of the investigation, the new account was cancelled and a transfer back to the original retailer was organised.</p>
Barrier to reconnection	<p><i>After a disconnection resulting from a transfer in error, a retailer should immediately reconnect and then rectify the transfer error. A customer should not be required to open an account as a requirement for reconnection.</i></p>

Case	Customer information / outcome
	<p>The customer received some 'dear occupant' letters and contacted the retailer. The retailer acknowledged its transfer in error mistake and indicated that it would fix the problem. A month later the customer's gas supply was disconnected.</p> <p>When the customer contacted the retailer, the retailer indicated that to be reconnected the customer would have to open an account and accept responsibility for the account for the nine months since the erroneous transfer. The customer paid the minimum amount required for reconnection and contacted EWON.</p> <p>The EWON investigation established that the retailer initiated the transfer, and three months later their own customer informed them that they had provided the wrong address, which was the cause of the transfer in error. They fixed their customer's account but did not return the account they had taken in error, instead establishing a new occupant supply account.</p> <p>The retailer claimed that the customer had provided explicit informed consent when arranging reconnection. EWON pointed out to the retailer they should have reconnected without the customer opening an account. The retailer agreed to a retrospective transfer and arranged the transfer of the customer back to the customer's original retailer. A refund of all money paid was also provided to the customer.</p>
<p>Compensation for disconnection</p>	<p><i>If a customer suffers losses because of a disconnection after a transfer in error, the customer should be compensated.</i></p> <p>The retailer obtained the billing rights in error and subsequently disconnected the electricity supply due to non-payment of the account. The retailer advised the customer that reconnection could only be arranged if he opened an account with them and paid for his usage since the transfer date. The customer refused to do this and arranged for his original retailer to reconnect his business.</p> <p>The customer approached EWON when the retailer which disconnected him refused to pay compensation. The customer ran a restaurant and wanted compensation for ruined food stocks, staff wages when there were no customers, and for loss of business on the night of the disconnection. Following a lengthy negotiation with both parties, EWON was able to facilitate compensation of \$5,700.</p>

Case Studies: Rectifying a Transfer in Error

Case	Customer information / outcome
<p>Original retailer also has responsibilities</p>	<p><i>After a transfer in error, the retailer which took the account has a responsibility to return the account to the original retailer. Equally, the original retailer has a responsibility to accept the return of the account.</i></p> <p>In May the customer contacted a retailer which had taken his site and indicated that there had been a mistake. That retailer indicated there was a transfer in error and that they would fix it. This did not happen.</p>

Case	Customer information / outcome
	<p>The customer approached EWON in July and the matter was referred to the retailer at a higher level (#264868) and again the customer was advised that his account would be transferred back to his original retailer.</p> <p>In November the customer recontacted EWON because he had received a bill from the retailer which had taken the site in error. EWON investigated and found that that retailer had not opened an account and had not sent a bill but that the customer had received a scam e-mail.</p> <p>However, the investigation also established that the original retailer had blocked the request for a retrospective transfer and would only accept a future date transfer. EWON contacted that retailer and a retrospective transfer was arranged.</p>
Barrier to reconnection	<p><i>Retailers should not use a transfer in error as an opportunity to sign up new customers.</i></p> <p>The customers, who were frail, aged and from a non-English speaking background, received a disconnection notice from a retailer they had never heard of. When they contacted the retailer they were told the only way to avoid disconnection was to open an account with that retailer.</p> <p>The customer's advocate contacted EWON. A transfer in error was identified, a hold on the disconnection was put in place, and a retrospective transfer was arranged.</p>

Billing estimations

The end of the gas self-read card process has seen an increase in complaints about gas bills and estimated reads. There is still confusion about how customers can provide self-reads and some anger over the estimation process that can result in significantly higher bills. Customers are particularly upset when they provide information that seems to be ignored.

Retailers should, in co-operation with the gas distributor, provide customers with clear and concise information about the provision of self-reads. Retailers should also use the estimation mechanism to ensure that estimates are as close as possible to a customer's actual consumption. It is unreasonable to expect customers to pay grossly inflated estimations.

Case Studies: Estimated reads and self-reads

Case	Customer information / outcome
Self-read not accepted	<p><i>If a customer provides a self-read through an agreed process then the bills issued should be amended to reflect that self-read.</i></p> <p>The customer had come to EWON in May 2016 and advised he had not received a gas bill from his retailer based on an actual read for three years. The matter was referred back to the retailer and agreement was reached that the retailer would accept a time-stamped photo of the meter read and the customer would be reissued with a bill based on that read.</p> <p>The customer returned to EWON because he had provided the retailer</p>

Case	Customer information / outcome
	<p>with a number of time-stamped photos of the gas meter read but continued to be billed on estimated reads which did not reflect the reads he had provided.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
Excessive estimates	<p><i>Excessive estimations that are not then adjusted to reflect a self-read are guaranteed to result in a dissatisfied customer.</i></p> <p>The customer advised he had received excessive estimated gas bills for a total amount of \$2,493. The customer further advised that he had been providing self reads but his retailer was not using them. The customer was advised by the retailer not to pay the bills until they were re-issued, but nothing had progressed. It had been six months since the customer initially made the complaint. He wanted either a bill based on an actual read or one closer to accurate estimations. EWON advised the customer to pay a portion of the account to avoid a large backbill.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
Excessive estimates	<p>The customer had been trying for three months to get a bill he considered reasonable based on his previous consumption. Three weeks before contacting EWON, he had supplied photographs of the meter reading at the retailer's request, but nothing had been done. The self-read showed that his estimate was five times his actual usage. He had been at the property for 18 months and had no previous billing issue.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
Self-read not accepted	<p><i>If a customer provides a self-read through an agreed process then the bills issued should be amended to reflect that read.</i></p> <p>The customer contacted EWON because he had only received estimated gas bills since transferring to his retailer. He was originally told to provide photographs of his gas meter reads. He was then told his meter was faulty but when a technician examined the meter no fault was found, but an actual read was taken. Despite this, he still had not received a bill based on an actual read. He contacted his retailer three times and on each occasion was told that someone would call him back but this had not happened.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
Self-read not accepted	<p>The customer advised he had received an estimated gas bill from his retailer. He called them, provided a self-read and was advised to talk to the distributor who would then provide amended data for a new bill to be produced. However, no bill was reissued based on the self-read and he received another estimated bill.</p> <p>He called the retailer again, advised them he had received another estimated bill and gave another self-read. He was told the self reads would be accepted and both bills would be reissued. Despite this advice, no reissued bills were generated.</p>

Case	Customer information / outcome
	<p>He called the retailer again and was advised he could have a special read and have the fee waived. The customer declined as he had been told on two previous occasions that the rebills would be based on self-reads. He was not satisfied with the retailer's response and level of customer service received.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>
<p>Self-read not accepted</p>	<p>The customer advised that since November 2015 he had been receiving estimated gas bills from his retailer. He had requested a special read on two occasions, and had provided self reads on numerous occasions, but was still receiving estimated bills. He contacted his retailer and was advised that this was an internal process issue. He was not satisfied with the retailer's response and level of customer service he had received.</p> <p>With the customer's agreement, the matter was referred to the retailer at a higher level, knowing he could re-contact EWON if necessary.</p>

Water Complaints

Water complaints received this quarter (163) decreased by 20.9% compared to the corresponding period (206) in 2015.

Complaints about disputed billing, poor customer service, and payment difficulties associated with current bills and/or arrears are the most common water complaint issues.

Water complaints about customer service increased this quarter, while complaints about billing and payment difficulties remained stable, as can be seen in *Table 5*. A breakdown of water case types is shown in *Table 6*.

Table 5 – Water Top 5 issues Oct –Dec 2016 compared with previous quarter 2015

Primary Issue	Secondary Issue	Tertiary Issue	Oct 16 – Dec 16	Oct 15 – Dec 15	% Change
Billing	High	Disputed	32	64	-50.0%
Customer service	Poor service		28	19	47.4%
Customer service	Failure to respond		25	11	127.3%
General	Energy / Water		19	13	46.2%
Credit	Payment difficulties	Current/ arrears	15	16	-6.3%

Table 6 – Case breakdown – water

Complaint type	Number of complaints	% Total water complaints
General Enquiry	8	4.9%
Complaint enquiry	83	50.9%
Refer to Higher Level	45	27.6%
Investigated	27	16.5%
Total	163	100%

The proportion of complaint enquiries is quite high. Many of these are out of jurisdiction complaints from customers about local government water authorities that are not members of EWON and, therefore, outside jurisdiction. These customers are referred to the NSW Ombudsman for assistance.

The three themes we have chosen to focus on in this quarterly report – digital meter issues, transfer in error and self reads for gas customers – do not apply to water customers. We have therefore identified a number of case studies that illustrate common complaint issues that are raised by water customers. The number of water complaints requiring investigation remains low. In some instances, EWON resolves matters by explaining a provider’s decision in a way that a customer can understand, their provider having failed to do that.

Case Studies: Water complaints

Case	Customer information / outcome
<p>Stormwater charges</p>	<p><i>Sometimes EWON has to provide an explanation about a complex issue in a way that a customer understands.</i></p> <p>The customer contacted EWON to complain about new stormwater charges on their water bill and was referred back to the provider at a higher level (#270999). The customer returned to EWON dissatisfied with the retailer's explanation.</p> <p>EWON guided the customer through the provider's advice and explanation so that she fully understood the situation.</p> <p>The customer accepted the explanation and indicated her appreciation of EWON's involvement.</p>
<p>Concealed leak policy</p>	<p><i>Sometimes EWON has to provide advice to customers about the reasonableness of a provider's offer.</i></p> <p>The customer originally contacted EWON because he was unhappy with a rebate of \$1,000 offered in relation to a bill for \$6,281 resulting from a concealed leak. This matter was referred back to the provider at a higher level (#269207). As a result of this referral, and after taking into account the customer's financial circumstances, the provider doubled the rebate offered to the customer to a total of \$2,000. The customer was still unhappy with this and returned to EWON.</p> <p>EWON explained the provider's concealed leak policy and pointed out to the customer that the provider's offer was well beyond its standard response.</p> <p>As a result of EWON's explanation the customer accepted the provider's offer.</p>
<p>Sewerage blockage and plumbers costs</p>	<p><i>If a provider asks a customer to employ a private plumber to investigate a blockage, and has restrictions on the type of investigation that can be undertaken, this information should be provided to customers in the initial conversation.</i></p> <p>The customer identified a problem with his sewage and contacted his provider who asked him to hire a plumber to investigate. The plumber identified there was a backflow problem and excavated to identify the cause. Once it was established that the issue was not in the customer's pipes but in the provider's, the matter was passed to the provider who fixed the problem. The customer claimed for the cost of the plumber's work. The provider told the customer that they would not pay the full claim as the excavation needed approval in advance. The customer disputed this and approached EWON. This matter was referred to a higher level for resolution (#271606).</p> <p>The customer returned to EWON because the provider had failed to contact him, and an investigation was opened. The provider's initial response to EWON was that the work undertaken by the plumber was beyond what was needed and that it considered paying the full cost unreasonable. The provider then responded to EWON's request for more information and indicated that they had identified a contact centre error and, on that basis, they would fully cover the plumber's invoice.</p>

Case	Customer information / outcome
	The customer was happy with this outcome.
Hardship	<p><i>When a customer is in hardship, EWON's intervention should not be required to negotiate a payment arrangement.</i></p> <p>The customer rang EWON because his water had been restricted. He had paid \$100 and the restriction had been lifted, however, the provider required the balance of the account plus a restriction fee to be paid within four days, otherwise the water would be restricted again. The customer told EWON he could not afford this.</p> <p>EWON contacted the provider and assisted in negotiating a payment plan of \$75 a fortnight against a balance of \$418. The provider also waived the restriction fee. EWON provided advice to the customer about seeking assistance with his other utility bills.</p>
Facilitating a thank you	<p>The customer returned to EWON because her name was misspelled on a cheque from the provider, the result of a previously resolved case. The customer also asked for information about how she could pass on an acknowledgement of excellent service by the provider's staff member who assisted in resolving her dispute.</p> <p>EWON gave the customer the contact details of the staff member's manager, so that the customer could convey her appreciation for the quality service provided to her.</p>

Stakeholder Engagement

This section gives a summary of significant stakeholder activities by EWON during this quarter.

Members	
<i>Meetings</i>	<i>EWON staff involved</i>
Consultative Council Meeting	<i>Ombudsman, Policy, Engagement and Quality, Investigations, Stakeholder Relations</i>
Ausgrid Customer Council	<i>Ombudsman and General Manager Policy, Engagement and Quality</i>
Ausgrid	<i>General Manager Investigations, General Manager Policy, Engagement and Quality, Manager Policy and Research</i>
AGL	<i>Investigations</i>
EnergyAustralia	<i>Investigations</i>
Origin Energy	<i>Investigations</i>
Energy Locals	<i>General Manager Policy, Engagement and Quality, General Manager Investigations, Stakeholder Relations</i>
Lendlease Recycled Water – Barangaroo South (Living Utilities)	<i>Ombudsman, General Manager Investigations, Manager Policy, Stakeholder Relations</i>
Jemena Customer Council	<i>Manager Policy</i>
Community	
<i>Forums</i>	
Anti-Poverty Week – Campbelltown and Lismore	<i>Ombudsman, General Manager Policy, Engagement and Quality, Community Engagement Officer</i>
NSW Fair Trading Building Forums – Parramatta, Gosford, Dee Why	<i>Investigations Officers</i>
<i>Presentations</i>	
Social Workers in Disability Conference	<i>Community Engagement Officer</i>
Anglicare Mt Druitt with Public Interest Advocacy Group (PIAC)	<i>Community Engagement Officer</i>
Probus – Kirrawee, Morrisset	<i>Community Engagement Officer</i>
Vision Australia Smithfield	<i>Community Engagement Officer</i>
Independent Retirees Association – Beecroft	<i>Community Engagement Officer</i>
Living my Way; Aboriginal People with a Disability – Leichardt, Ashfield, Campsie, Marickville	<i>Aboriginal Community Engagement Officer</i>
Good Service Mob – Wallaga Lake, Moruya	<i>Aboriginal Community Engagement Officer</i>

Redfern Community Centre Luncheon Group	<i>Aboriginal Community Engagement Officer</i>
Lifestart – NDIS Network	<i>Aboriginal Community Engagement Officer</i>
<i>EWON stalls</i>	
Bring Your Bills Day – Sydney West Multicultural Centre	<i>Investigations Officers</i>
Bring Your Bills Day – Mt Druitt	<i>Investigations Officers</i>
Bring Your Bills Day – Macarthur Homeless Hub	<i>Investigations Officers</i>
Bring Your Bills Day – Koolyangarra	<i>Aboriginal Community Engagement Officer</i>
Bring Your Bills Day – Redfern	<i>Aboriginal Community Engagement Officer</i>
Counterpoint Community Services	<i>Aboriginal Community Engagement Officer</i>
EnergyAustralia Debt Waiver Project – Parramatta	<i>Aboriginal Community Engagement Officer</i>
Erina Multicultural Expo	<i>Community Engagement Officer</i>
Blacktown Community Expo	<i>Investigations Officers</i>
Salvation Army Macquarie Fields Expo	<i>Investigations Officers</i>
<i>Meetings</i>	
ANZOA Indigenous Interest Group	<i>General Manager Policy, Engagement and Quality</i>
Hornsby Shire Council Sustainability Team	<i>Community Engagement Officer</i>
St Vincent De Paul – Hornsby	<i>Community Engagement Officer</i>
Mana-nula Ngara Interagency – Glebe, Darlington	<i>Aboriginal Community Engagement Officer</i>
Riverstone Interagency	<i>Aboriginal Community Engagement Officer</i>
MidLachlan Tenant Support & Education Project	<i>Aboriginal Community Engagement Officer</i>
ATSI Anti Discrimination Board Advisory Committee	<i>Aboriginal Community Engagement Officer</i>
Government and Other Stakeholders	
<i>Meetings</i>	

AEMC	<i>Ombudsman, General Manager Policy, Engagement and Quality</i>
ANZOA	<i>Ombudsman</i>
ANZOA Human Resources Interest Group	<i>General Manager People and Human Resources Team Leader</i>
Vulnerability Round Table – Cross Sector Solutions Event	<i>Ombudsman and General Manager Policy, Engagement and Quality</i>
ANZEWON	<i>Ombudsman</i>
NSW Ombudsman	<i>Ombudsman, General Manager Policy, Engagement and Quality, Stakeholder Relations</i>
Minister’s Office for Industry, Resources and Energy – Director of Policy	<i>Ombudsman, General Manager Policy, Engagement and Quality, Manager Policy and Research</i>
Financial Rights Legal Centre	<i>Ombudsman and General Manager Policy, Engagement and Quality</i>
Energy Consumers Australia	<i>Ombudsman and General Manager Policy, Engagement and Quality</i>
Office of the Australian Information Commissioner	<i>General Manager Policy, Engagement and Quality</i>
SACOSS	<i>General Manager Policy, Engagement and Quality and Manager Policy and Research</i>
EWOV	<i>Ombudsman</i>
Department of Industry – Resources & Energy	<i>Ombudsman and General Manager Policy, Engagement and Quality</i>
Utility Week Conference	<i>Ombudsman and Investigations Officers</i>