



Energy & Water  
Ombudsman NSW  
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# Quarterly Activity Report

## Complaints, Case Studies and Community

1/10/2017 to 31/12/2017

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# Introduction

Welcome to the EWON Quarterly Report for the period 1/10/2017 to 31/12/2017.

## A challenging energy environment

During the quarter we received 6,888 complaints, up 22.4% when compared to the same period in the previous year. Although there were 209 fewer cases than in the previous quarter, this quarter included the Christmas holiday period, with fewer working days and during which disconnections are not permitted. At the date of this report, the 2017/2018 forecast stands at 27,500 cases, 5.8% more than the 26,000 projected when the budget was finalised last April.

The most prominent driver for the increase over the last 12 months has been complaints about electricity retailers, a 32.9% increase over that time. The largest single contributor to this increase has been complaints about high bills; many of the top ten issues we regularly see have also increased. Given the continued political, media and regulatory spotlight on energy and retail pricing and affordability, this is, perhaps, not surprising.

## Themes of this report

This report focuses on three energy issues that are ongoing and cause significant distress to affected customers.

### **Transfer errors not rectified by energy retailers**

In February 2017, the Australian Energy Market Commission made a new Rule to make the process for addressing transfers in error – the transfer of a customer from one retailer to another without the customer's explicit informed consent – more transparent, with defined responsibilities for **both** retailers involved, the retailer who initiated the transfer and the retailer responding to the transfer request. In particular, the new Rule was designed to make things less onerous for customers when things go wrong. The Rule's implementation from August 2017 provided retailers with time to update their systems and processes and train staff. Despite the time allowed for implementation, many retailers have not made necessary changes and customers are experiencing detriment as a result.

### **Transfer errors resulting in disconnection**

The most serious consequence for customers is disconnection. When this occurs, remembering that it is through no fault of the customer, retailers should be doing their utmost to rectify the situation. Unfortunately, as outlined in case studies in this report, this is not always the case.

### **Transfer delays**

The rules place a firm obligation on retailers to inform customers about delays in transfers, including a new expected date for the transfer to take place. Again, as our case studies show, many customers' frustration at a delayed transfer is compounded by a lack of communication from the retailer.

### **Marketing complaints**

The case studies in this report also cover a wide spectrum of poor marketing practice from energy retailers. A common theme is misleading marketing where customers end up with higher tariffs or a lower discount than they were promised.

Again, this report is energy focused – EWON's water members experience significantly fewer complaints. This is driven by the current non-competitive water market, a lower cost product and therefore perhaps a lower call for billing and credit related information / advice. This report does include six water case studies – all of which were interesting and complex investigations.

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 2017

## Overview

Complaints received by EWON this quarter increased by 22.4% in comparison to the same period the previous year (6,888 compared to 5,628). As in the previous quarter, many customers contacted EWON because of concern over energy costs, reflected in their high bills.

**Electricity:** Electricity retail complaints increased by 32.8%, with 4,965 cases opened in the quarter, up from 3,739 in Q2 2016/2017. Overall electricity complaints increased by 28.9%, 5,283 in the Oct-Dec 2017 quarter compared to 4,100 in 2016. Distribution complaints rose by 10.5%, with 232 cases opened, up from 210.

**Gas:** The number of gas retail complaints received in the Oct-Dec 2017 quarter increased by 5.4% (1,299) in comparison to the corresponding period in 2016 (1,233). However, the number of gas distribution complaints (81) fell by 21.4% in comparison to the equivalent period last year (103). Overall, gas complaints increased by 3.0%, 1,386 this quarter compared to 1,346 in 2016.

**Exempt entities:** EWON received 28 complaints from customers of exempt entities this quarter compared to 27 in the same quarter in 2016. Most of these were electricity related (25).

**Water:** The number of water complaints received this quarter (195) increased by 14% compared to the corresponding period in 2016 (171). High bills were the largest source of water complaints.

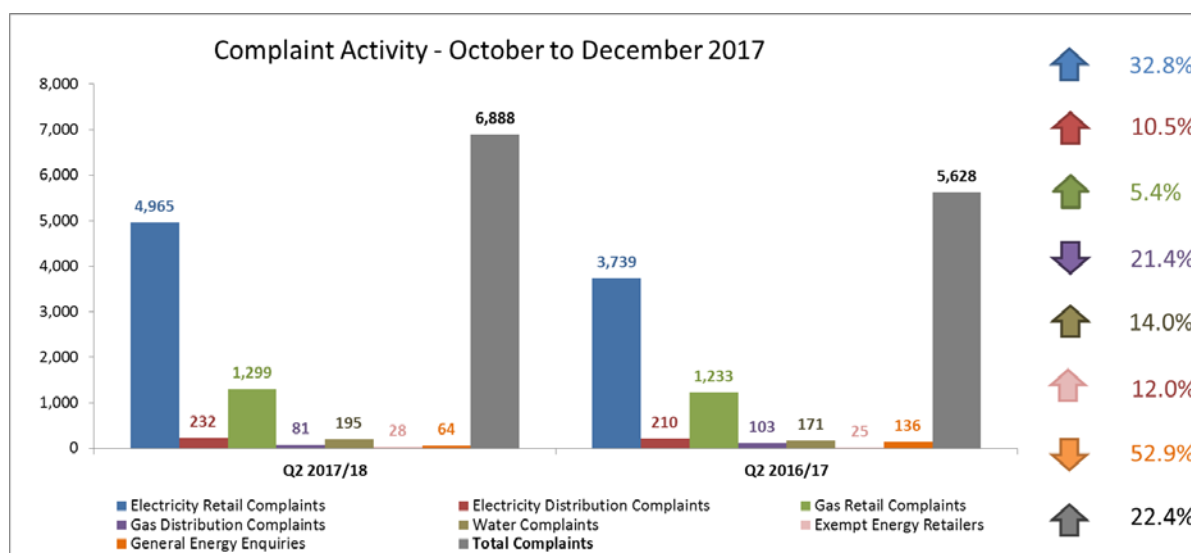


Table 1 provides more detailed information about the number of complaints received from October to December 2017, in comparison to the previous three quarters and the corresponding period in 2016.

Table 1 – Files opened October – December 2017, including previous quarters

Case Subject	Provider Type	Oct 17 – Dec 17	Jul 17 – Sep 17	Apr 17 – Jun 17	Jan 17 – Mar 17	Oct 16 – Dec 16
Electricity	Distributor	232	269	251	272	210
Electricity	Exempt retailer	25	45	43	29	22
Electricity	General enquiry	61	121	130	148	129
Electricity	Retailer	4,965	4,979	4,534	3,915	3,739
<b>Electricity Total</b>		<b>5,283</b>	<b>5,414</b>	<b>4,958</b>	<b>4,364</b>	<b>4,100</b>
Gas	Distributor	81	148	134	78	103
Gas	Exempt retailer	3	4	2	1	3
Gas	General enquiry	3	8	10	4	7
Gas	Retailer	1,299	1,271	1,209	1,260	1,233
<b>Gas Total</b>		<b>1,386</b>	<b>1,431</b>	<b>1,355</b>	<b>1,343</b>	<b>1,346</b>
Non energy/ Non water	General enquiry	24	21	28	7	11
<b>Non energy/ Non-water Total</b>		<b>24</b>	<b>21</b>	<b>28</b>	<b>7</b>	<b>11</b>
Water	Distributor	47	54	52	63	43
Water	Exempt retailer	0	1	1	1	2
Water	General enquiry	11	11	11	12	6
Water	Retailer	137	165	130	111	120
<b>Water Total</b>		<b>195</b>	<b>231</b>	<b>194</b>	<b>187</b>	<b>171</b>
<b>Grand Total</b>		<b>6,888</b>	<b>7,097</b>	<b>6,535</b>	<b>5,901</b>	<b>5,628</b>

## Customer Complaint Issues

High bill complaints this quarter increased by 738 when compared to the number of complaints in the equivalent quarter in 2016, an increase of 42.7%. The 2,464 complaints were 16.7% of all issues raised this quarter.

Complaints related to billing issues due to either opening or closing an account rose from 479 in the 2016 quarter to 714 in the current quarter, a 49% increase. This issue was 3.9% of all issues raised with EWON in the 2016 quarter, and 4.8% of all issues this quarter. Complaints about payment difficulties increased by 30%, from 429 in 2016 to 558 this quarter.

Table 2 – Top 10 issues October - December 2017, including previous quarters

Primary Issue	Secondary Issue	Tertiary Issue	Oct 17 – Dec 17	July 17 – Sep 17	April 17 – June 17	Jan 17 – Mar 17	Oct 16 - Dec 16
<b>Billing</b>	High	Disputed	2,464 (16.7%)	1,915 (13.1%)	1,501 (10.9%)	1,562 (12.4%)	1,726 (14.1%)
<b>Customer service</b>	Poor service		1,577 (10.7%)	1,612 (11.0%)	1,338 (9.7%)	1,358 (10.8%)	1,538 (12.5%)
<b>Customer service</b>	Failure to respond		1,194 (8.1%)	1,108 (7.6%)	1,031 (7.5%)	990 (7.9%)	986 (8.0%)
<b>Billing</b>	Opening/ closing account		714 (4.8%)	550 (3.8%)	544 (4.0%)	483 (3.9%)	479 (3.9%)
<b>Billing</b>	Estimation	Meter access / not read	609 (4.1%)	581 (4.0%)	557 (4.1%)	606 (4.8%)	539 (4.4%)
<b>Customer service</b>	Incorrect advice /information		569 (3.9%)	628 (4.3%)	562 (4.1%)	505 (4.0%)	504 (4.1%)
<b>Credit</b>	Payment difficulties	Current/ arrears	558 (3.9%)	594 (4.1%)	492 (3.6%)	389 (3.1%)	429 (3.5%)
<b>Customer service</b>	Failure to consult / inform		398 (2.7%)	320 (2.2%)	289 (2.1%)	276 (2.2%)	367 (3.0%)
<b>Billing</b>	Error	Other	386 (2.6%)	308 (2.1%)	285 (2.1%)	299 (2.4%)	261 (2.1%)
<b>Billing</b>	Delay		316 (2.1%)	176 (1.2%)	183 (1.3%)	162 (1.3%)	136 (1.1%)
<b>Total Number of Issues Per Quarter</b>			<b>14,768</b>	<b>14,630</b>	<b>13,755</b>	<b>12,558</b>	<b>12,269</b>

## Energy

The breakdown of all energy complaints by case category is shown in Table 3.

Table 3 – Case type – energy

Complaint type	Number of complaints	% Total energy complaints
General Enquiry	12	0.2%
Complaint enquiry	1,919	28.8%
Refer to Higher Level	3,135	47.0%
Investigated	1,603	24.0%
<b>Total</b>	<b>6,669</b>	<b>100%</b>

# Energy Issues

## Transfer errors not rectified by the retailer

In 2014 the Australian Energy Market Commission (AEMC) completed a Review of Electricity Customer Switching. This resulted in the Council of Australian Governments (COAG) Energy Council requesting rule changes to address identified problems. Rule 57A was then introduced into the National Energy Retail Rules (NERR) to address the issues arising when a customer was transferred from one retailer to another without the customer's explicit informed consent. This Rule was published in February 2017 and came into effect on 3 August 2017. The six month transition period was to enable retailers sufficient time to adjust their internal process to reflect the obligations of the new Rule.

After being transferred to a retailer without having provided their consent, a customer can now either contact their initially chosen retailer or the retailer which incorrectly transferred the account to have the issue addressed. In the past, the responsibility to address the customer's problem was unclear and customers were 'bounced' between retailers. Rule 57A requires the retailer that the customer **first contacts** to initiate the processes to rectify the incorrect transfer. It also requires the customer to be returned to the original retailer on the same contractual terms and conditions as if the erroneous transfer had not occurred.

EWON has monitored cases where a customer complains about being transferred without their consent since the new rule was introduced. It is disappointing to see that, in many instances, retailers have not assumed accountability for the responsibilities they have under Rule 57A. The case studies following are from the first full quarter after the Rule came into effect. Similar deficiencies are repeated in many of the case studies, reflecting the widespread occurrence of non-compliance across many retailers. These case studies were included in the regulator's reports that EWON provides to the AEMC and the AER.

Many of the case studies below were dealt with by referring the complaint to the retailer at a higher level. This is only done with the customer's agreement, knowing they can return to return to EWON for any reason.

### Failure to follow Rule 57A

**Under Rule 57A the original retailer should have acted to rectify the transfer error. It should not have put the responsibility back on the customer. Further, the other retailer should not have attempted to get the customer to open an account.**

A customer received a letter from a retailer that he did not have an account with, which indicated that he needed to pay for consumption or be disconnected. He contacted his original retailer and was told that his account had closed in March 2017. It then advised the customer to contact the new retailer and request that it transfer the account back to the original retailer. The customer did this but was told he had to open an account and pay the arrears back to March before a transfer to his original retailer would be arranged. The customer thought this was unfair and came to EWON seeking the return of his account to his original retailer.

The matter was referred to the retailer at a higher level.



#### Failure to follow Rule 57A

**The retailer should not have asked the customer to open a new account. Under Rule 57A it should have arranged for the customer to be returned to her original contract.**

A customer received a final bill from her preferred retailer. She contacted her retailer as she had not closed her account. Her retailer tried to get her to open a new account and said that she would have to pay a new connection fee. She considered this unreasonable and contacted EWON.

The matter was referred to the retailer at a higher level .

#### Failure to follow Rule 57A

**One of purposes of Rule 57A was to stop customers being referred between retailers.**

A customer received an e-mail from her preferred retailer advising that her account was to be transferred to a new retailer. When she rang, her preferred retailer advised her to contact the new retailer to cancel the transfer. She did this but was constantly being 'bounced' from one retailer to the other. She approached EWON seeking assistance.

The matter was referred to the retailer at a higher level .

#### Failure to follow Rule 57A

**Rule 57A requires the retailer that the customer first contacts to resolve the issue. In this instance it was the retailer which had taken the account without the customer's consent. The lack of response by the customer's preferred retailer compounded the problem.**

A customer received an invoice for his address, but in a different customer name, from a retailer that he did not have an account with. He contacted that retailer which assured him that the matter would be resolved. He then received a final bill from his preferred retailer. He contacted his retailer and was told that, as the transfer process was underway, there was nothing it could do but it would request the account be returned. He then received a letter (again in the different name) from the new retailer indicating the transfer was complete. He contacted EWON as he did not want an account with the new retailer and was concerned he would be disconnected as the account was not even in his own name.

The matter was referred to the retailer which had taken the account, at a higher level.

#### Failure to follow Rule 57A

**The customer's original retailer should have solved this problem for its customer. The refusal of the retailer taking the account to talk to the customer is the type of response that was instrumental in bringing about the rule change.**

A customer was contacted by her retailer and advised that a request to transfer her account to another retailer had been received. When she informed her retailer that she had not requested a transfer it said there was nothing it could do and that she needed to contact the other retailer. The other retailer would not talk to her as it said her name was not on the account. That retailer referred her to EWON.

The matter was referred to the original retailer at a higher level .

#### Failure to follow Rule 57A

**The failure of both retailers to follow Rule 57A is especially problematic when a disconnection is involved.**

A customer told EWON that he had been disconnected without notice. He had contacted his retailer and was advised that his account was up to date and that it had not requested a disconnection. After further calls and discussion his retailer then informed him that it no longer held the billing rights to his account and recommended that he contact the distributor to identify the retailer which had requested the disconnection. He did this and contacted the new retailer to discuss the disconnection. The account was in a different name and that retailer said that the only option was for the customer to open an account in his own name and it could then reconnect. He did not agree to this as he had not requested a transfer. He contacted his original retailer again which also indicated that to get reconnected he would need to open a new account. He did so but came to EWON as his original retailer wanted to charge him a reconnection fee which he considered unreasonable.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

**Not only is a failure to act after a customer identifies a transfer error a breach of Rule 57A, it is compounded by poor customer service from the customer's preferred retailer.**

A customer received a letter from a retailer he was not with addressed to 'Dear Consumer' so he contacted his preferred retailer. It told him that the account had been transferred and that he needed to contact that retailer. Despite the fact he said that he had not authorised a transfer no other help was offered. The customer came to EWON to seek assistance in having his account returned to his original retailer.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

**The retailer breached Rule 57A by failing to act on the customer's clear wish to stay with it as her retailer.**

The customer received a final bill from her retailer. She contacted her retailer and said that she had not requested a transfer and wished to remain with it. She was told by the retailer that it could not assist her as the account was no longer in her name. She then approached EWON for assistance. The customer did not want to transfer to an unknown retailer and was also concerned about the amount of the final bill.

The matter was referred to the retailer at a higher level .

#### Failure to follow Rule 57A

**Once the customer approached the retailer, it was obliged by Rule 57A to ensure there had not been a transfer error.**

A customer received a number of letters from a retailer in an unknown name. The letters indicated that her gas account had been transferred to that retailer. The customer contacted the retailer to dispute the transfer; the retailer refused to discuss the matter until the customer provided evidence that she lived at the address. The customer did not want to provide personal details to a retailer that she did not have a relationship with. The customer approached EWON seeking to have the retailer review the transfer and return her account to her preferred retailer.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

##### **The retailer did not meet the requirements of Rule 57A.**

The customer received a final account from his retailer. When he contacted it to discuss why his account was closed, it informed him that as the account was no longer in his name it could not provide any details. He was concerned as he had a bill smoothing arrangement in place which had now been cancelled. He approached EWON seeking assistance to have his account returned to his preferred retailer.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

##### **The retailer should not have required the customer to contact the new retailer.**

A customer received a final gas bill from his retailer. When he contacted his retailer it advised that his account had been transferred to a new retailer and said he would have to contact the new retailer. The customer said that he did not authorise any transfer and wanted his retailer to solve the issue.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

##### **In this case the retailer not only failed to comply with the requirements of Rule 57A but also provided the customer with poor and incorrect information.**

A customer was contacted by his retailer and was told that his gas account had been transferred. He said that he was advised that he had to pay the new retailer and then request a transfer back. His preferred retailer would not tell him the name of the new retailer and said he should just wait for a bill. He came to EWON to get his retailer to take action to get his account back.

The matter was referred to the retailer at a higher level.

#### Failure to follow Rule 57A

##### **The retailer's failure to act under Rule 57A in the first instance was a problem. The further failure to meet the obligations once the matter was referred back to the retailer by EWON directly resulted in the customer changing retailers.**

A customer's account was transferred to a new retailer. When she contacted her preferred retailer it told her that her account had been transferred seven months ago. She was advised to call the distributor to establish which retailer had the billing rights. She approached EWON requesting her account be returned to her preferred retailer. EWON referred this matter back to the customer's retailer for resolution (#300895).

The customer re-contacted EWON indicating she was not satisfied because her retailer's only response was an e-mail which stated that there was nothing that it could do about the transfer because her account was closed. The retailer offered to return a credit on the closed account and to requote and establish a new account. When EWON contacted the customer she requested that no further action be taken. She was so frustrated with the lack of concern shown by her retailer that she had decided to open an account with the retailer which had taken her account in error.

The case was closed, in accordance with the customer's request, as a Complaint Enquiry.

## Transfer errors resulting in disconnection

There are a number of consequences to errors in transfers, with the most serious being disconnection. While the new rules do not address disconnection specifically, EWON expects that where a customer is disconnected due to a transfer error, both retailers involved will do everything possible to arrange an urgent reconnection and then address the issue of site ownership.

### Disconnection resulting from retailer failing to open correct account

**The original error setting up the account went unidentified for over 12 months. The quickest way for the customer to be reconnected was to open an account with the retailer which owned the site.**

A customer moved into a unit in June 2016 and opened an electricity account with her preferred retailer. Since that time she raised questions with her retailer about the billing a number of times and had always paid the bills. In September 2017 she was disconnected so she rang her retailer who indicated it had not disconnected her supply. She then approached EWON.

EWON investigated and found that a different retailer owned the site and had disconnected it due to vacant consumption. That retailer informed EWON that the customer would be required to open an account in order to enable a reconnection to occur. EWON contacted the customer and explained that her preferred retailer had originally opened her account on the wrong meter and that the retailer who had disconnected her actually had the account rights for her meter. While not happy about this, the customer agreed to open an account with the retailer that currently owned the site and she was reconnected. She only did this to facilitate the reconnection.

EWON assisted in organising a complete refund for the 15 months that the original retailer had billed the customer and the new retailer backbilled the customer for nine months in accordance with Rule 30 of the NERR. EWON also informed the customer that she did not have to stay with the new retailer and provided information about Energy Made Easy so that the customer could seek alternative retail arrangements.

### Failure to immediately reconnect customer

**When a retailer is correcting an error relating to a disconnection it should take extra care to ensure that reconnection requests are correct.**

A customer had been at the supply address for two months when he was disconnected. He rang his retailer which identified that it had transferred the wrong address. It advised that it would establish an account for the right address and organise a same-day reconnection. The next day the customer was still without power and rang EWON.

EWON contacted the customer's retailer and confirmed that the original reconnection order had been cancelled and a new order had been successfully processed. The retailer confirmed that the new account was now open and offered \$40 credit for the inconvenience that the customer had experienced. EWON spoke to the customer who, although reconnected, was not happy with this offer. The retailer then increased the offer to \$150 which fully addressed the customer's complaint.

### Failure to correctly open account resulting in disconnection

**The error in opening this customer's account not only led to a disconnection but to the customer changing her mind about having an account with the retailer.**

A customer moved into a new address and opened an account with her preferred retailer. Two weeks later the power was disconnected. The customer contacted the retailer which said it had transferred the wrong address and that it had requested a reconnection. The customer contacted EWON as she was not sure the information the retailer had provided was correct.

EWON confirmed that a reconnection order had been raised and that, as it was after 3.00pm, the reconnection would occur the next day. The customer informed EWON that because of this experience she intended to cancel the account request with the retailer. EWON provided the customer with the name of the retailer who owned the site so she could open an account with it. Additionally, EWON provided the customer with information about Energy Made Easy so that the customer could seek alternative retail arrangements.

### Transfer in error resulting in disconnection

**The customer could not return to his original gas contract because the error had occurred more than 12 months before.**

A customer rang EWON after his gas was disconnected. When EWON contacted the retailer it indicated that the customer had an electricity account but that the gas account had been transferred 13 months earlier. EWON confirmed that the disconnection had been requested by another retailer which owned the site. EWON informed the customer that he had the option of opening an account with the retailer which disconnected the supply or requesting his original retailer to open a new account. The customer decided to open an account with the retailer which had disconnected him. He said he had made a number of payments into his gas account and wanted to know where the money was. The customer also indicated that he was moving in the next month and that he would like to have the situation resolved before he moved.

EWON spoke to the retailer which owned the site and it agreed to only back bill for two months once the customer opened an account. When questioned about the transfer it indicated that it had transferred the site in error and, when it realised, had left the site as a new occupant rather than returning it to the original retailer. Given this situation it then agreed that it would waive all charges up to when the customer moved out.

EWON also clarified the situation regarding the customer's payments to the original retailer. The money the customer had paid towards the gas account had been credited to his electricity account. The customer was satisfied that his accounts were all clear and that, despite the inconvenience of the disconnection, the fact he would not be billed for gas consumption resolved his complaint.

### Disconnection resulting from poor process

#### **The failure of the retailer to correctly resolve the error identified by the customer resulted in disconnection.**

A customer opened an electricity account with his preferred retailer. He had paid his bills and when a field officer arrived to disconnect his supply he contacted the retailer. It identified that the customer's account had been opened on the wrong meter. The retailer said it would fix the problem, however a week later the customer was disconnected.

When EWON contacted the retailer it confirmed that the account had initially been opened on the wrong meter and that it was in the process of rectifying the problem. It also said that the disconnection of the customer's supply should have been cancelled but due to poor internal communication this had not occurred. The supply was reconnected and the retailer credited the customer's account with \$150.

### Disconnection resulting from transfer in error

#### **When a customer is disconnected in error the retailer should always organise an urgent reconnection.**

The customer had a long term account with her retailer which she paid via direct debit. She began receiving letters from her retailer addressed to her neighbour but at her address. She returned these letters unopened to the sender and also contacted the retailer to let them know that they were sending letters to the wrong address. Her supply was then disconnected. When she contacted the retailer it told her that her account had been closed and reopened in her neighbour's name. She rang EWON the next day as the agreed reconnection had not occurred and her husband was dependent on life support equipment.

EWON contacted the retailer and facilitated an urgent reconnection. The retailer established a new account for the customer and waived the arrears for the 15 months that the account had been in her neighbour's name. EWON also provided the customer with information about registering her life support equipment and provided information about applying for the relevant rebate.

## Transfer delays cause problems for customers

Transfer delays cause problems for customers, including disconnection or lack of connection, especially when moving into a property. When there is a delay in a transfer, Rule 59 of the NERR requires the retailer which made the transfer request to inform the customer of the delay, the reason for the delay and the new expected date of the transfer. It is clear from the case studies below that this obligation is not always met.

Some of the case studies below were dealt with by referring the complaint to the retailer at a higher level. This is only done with the customer's agreement, knowing they can return to return to EWON for any reason.

### Failure to follow Rule 59

**When the initial transfer request failed, the customer should have been notified under Rule 59. When the customer subsequently enquired about the bill, she should have been informed about the failure of the transfer. These errors were then compounded by the poor advice provided to the customer's advocate and the retailer's initial unwillingness to expedite the transfer.**

The customer changed retailers in May 2017. She agreed to pay for a special reading to ensure that the transfer could occur before the next meter read. She then contacted her new retailer enquiring about her bill. She was assured a number of times that the bill was in the mail. She then received a large bill from her previous retailer. The customer's father, acting as her advocate, contacted the new retailer and it informed him that the transfer had not gone through. The advocate said the retailer informed him that it was not its problem. The advocate requested the retailer to facilitate the transfer and was advised to open an account with the previous retailer, which he did not understand as the account had remained with that retailer. The customer approached EWON seeking an explanation for the delay and an expedited transfer. This matter was referred to the retailer at a higher level.

The customer returned to EWON because she had requested that her account be retrospectively transferred and the retailer had refused. EWON explained to the customer that a transfer could not be applied retrospectively. EWON indicated that it could, however, investigate why the transfer had been delayed. She said that she was financially worse off due to the failed transfer.

EWON established that the transfer was due to occur within a few days and requested information about the reason for the delay. The retailer said that the initial transfer had been requested with a special reading but the special read had occurred earlier than required and the timeframe for the transfer was not fulfilled. The retailer then failed to meet Rule 59 by not informing the customer of the failed transfer attempt. As a result of the referral from EWON, another special reading was requested and the transfer then occurred four months after the original request. The retailer waived the special meter read fee and provided the customer with \$100 credit in recognition of the delay and inconvenience. EWON informed the customer of the successful transfer and the compensation provided by the retailer.

### Failure to follow Rule 59

**The failure of the retailer to successfully open an account, or to inform the customer of the failed transfer, resulted in the customer's disconnection. If the customer had known that another retailer still had the billing rights, she would have had an opportunity to contact them and arrange payment.**

The customer moved into a new property in early August 2017 and established an electricity account with her preferred retailer. She received a letter confirming the new account but in early October the electricity was disconnected and the customer contacted EWON.

EWON established that the disconnection had been requested by another retailer and that the preferred retailer's request for transfer had failed three times. The preferred retailer organised for a same-day reconnection. EWON asked the retailer if it had informed the customer of the failed transfer attempts; the retailer indicated that there was no record of any communication with the customer. The retailer offered a \$75 goodwill gesture. The customer was pleased to be reconnected and thanked EWON for its assistance.

### Failure to open account

**The retailer's response to the customer when he had been disconnected was extremely poor customer service.**

A customer moved into a newly constructed house and opened an electricity account with his preferred retailer. Three months later his electricity was disconnected. The preferred retailer indicated that the customer did not have an account and was unresponsive. The customer then arranged an account with the retailer which had requested the disconnection and was reconnected. The customer came to EWON to complain about the response of his initial retailer. The customer said the retailer's response to his disconnection was dismissive. It did not want to assist him and had refused to accept information, including the name of its employee who had opened the account. Its only response was to transfer him to the sales team to open a new account. The customer was seeking an apology for the extremely poor customer service and an acknowledgement of the inconvenience caused by the failure to open an account.

The matter was referred to the retailer at a higher level.

### Failure to follow Rule 59

**The failure of the retailer to inform the customer of the failed transfer breached Rule 59.**

A customer moved into a new address in April 2017. She had closed the account at her previous address and opened a new account with the same retailer and received a welcome letter from that retailer.

Six months later the customer received a 'Dear Occupant' letter from another retailer threatening disconnection. She opened an account with that retailer to avoid disconnection. That retailer also suggested that the customer contact EWON. She also contacted her preferred retailer. It blamed the other retailer for the delay. She was not sure what was happening so she contacted EWON.

The customer wanted her account to be with her preferred retailer as she had a credit from her old account. She wanted the transfer to proceed and for the retailer to consider the poor customer service, as the retailer had not advised her of the failure of the transfer.

The matter was referred to the retailer at a higher level.



### Disconnection due to retailer error

**When disconnection occurs due to a retailer error, the retailer has a responsibility to correct the error and organise the reconnection as quickly as possible.**

A customer moved into a new house and arranged a gas account with his preferred retailer. Ten days later his gas was disconnected. He contacted the retailer and it initially advised that the reconnection could take up to five business days and that he would have to pay a reconnection fee. The retailer then contacted him and advised that it would waive the fee and that the reconnection could be done in 48 hours. The customer said that the retailer did not know why the gas had been disconnected.

An EWON investigation established that the disconnection occurred because the retailer had requested a transfer at the next meter read, rather than as a move-in transfer. EWON also questioned the delay in reconnection and provided the retailer with advice on how to correctly request an after-hours reconnection from the gas distributor. The next day EWON confirmed with the customer that the reconnection had occurred. The customer thanked EWON and confirmed he did not require any further assistance.

### Failure to follow Rule 59

**The retailer should have informed the customer at the time the transfer request failed. The failure to do this breached Rule 59. The failure of the retailer to do this and the reason provided resulted in the customer opening an account with another retailer.**

A customer moved to a rental property in May 2017 and opened both a gas and electricity account with her preferred retailer. She received a welcome pack, then a gas bill but no electricity bill. She rang the retailer and it said there was no electricity account in her name because there was no access to the meter. The customer said that this was not true because there was no fence and the electricity meter was near the gas meter. She then contacted EWON.

The customer told EWON that she had no contact from the retailer about the failed transfer. The customer also said that she had received notices from another retailer asking her to open an account. EWON accessed MSATS and was able to tell the customer that the initial transfer request had been cancelled in May and that a new transfer request was due to be actioned in four days. While on the phone to EWON, the customer decided to stay with the current owner of the site and cancel the transfer because of the poor customer service and the fact that six months had passed since the original transfer request. The customer was satisfied that EWON had provided her with information about what was happening and did not require further action.

### Transfer delay

**A customer who has moved into a property should not have to open an account with another retailer before a transfer occurs.**

A customer moved into a new house and opened a new account with his preferred retailer. He then received a letter from another retailer asking him to open an account as he had been consuming electricity. He rang his preferred retailer and it said that there had been a problem with the meter identifier but that was now fixed and a transfer would occur immediately. The customer then received a further letter from the incumbent retailer requesting that an account be opened. The customer again rang his preferred retailer which told him to open an account with the other retailer and wait until the new year when it could organise a transfer. He said that the retailer offered him \$50 because of the delay.

The customer contacted EWON because he wanted his account with his preferred retailer and did not want to open an account with the other retailer.

The matter was referred to the retailer at a higher level.

## Marketing complaints

EWON continues to receive complaints about marketing and contract renewals. Some customers did not want EWON to take any action other than to make a record, telling us they wanted to have their experience noted and reported by EWON. In other instances, customers were expressing their dissatisfaction with marketing methods.

The last Quarterly Report included case studies of customers complaining about entering into a contract just before a tariff increase was introduced. In this quarter, customers continued to complain about the difference between the rates offered and the actual rates charged. Complaints about pay on time discounts were also common this quarter, especially where the nature of the discount was not adequately disclosed.

Some of the case studies below were dealt with by referring the complaint to the retailer at a higher level. This is only done with the customer's agreement, knowing they can return to return to EWON for any reason.

### Door to door marketing behaviour

**It is the responsibility of a retailer to ensure that any door to door marketers are properly trained, polite and responsive to customers.**

A customer advised that he had been contacted by a door to door salesman who had knocked loudly three times. The customer said that when he complained, the salesman became abusive and used profanities. The customer said that he contacted the retailer however it failed to follow up as promised. This matter was referred to the retailer at a higher level the retailer failed to contact the customer and EWON attempted to facilitate contact. The retailer again failed to contact the customer.

EWON contacted the retailer. The retailer said that the customer's complaint was investigated and that the salesman claimed that the customer was abusive. The retailer confirmed that the salesman had been given a verbal warning for his behaviour and confirmed that sales staff were instructed to not respond inappropriately to customers, regardless of their behaviour. The retailer agreed to provide the customer with a written apology. The retailer also placed the customer on a do not contact list. The customer was satisfied with this outcome.

### Marketing of retention offers

**Offering a customer better terms to remain a customer is still marketing and should be undertaken with the same level of accuracy as any other marketing.**

A customer arranged to transfer his account after receiving a high bill. His retailer then contacted him and made him a retention offer with a 25% discount which he accepted. When he received his next bill he discovered that the discount was a pay on time discount. The customer said that he would not have agreed to this as he paid his bills through Centrelink at \$50 a fortnight. The customer was also concerned that his rebate would not be paid on his new account. The customer refused a referral to the retailer and requested EWON to investigate.

The retailer responded to EWON and said that the customer's billing was correct and that the discount was dependent upon paying on time. The retailer offered the customer a \$200 credit because of the misunderstanding and also indicated that, if the customer wanted to transfer, no early termination fee would be charged. The retailer also confirmed that the customer was receiving a rebate.

The customer was satisfied with the retailer's response to his complaint.

### Wrong rates offered by marketer

**Market offers can be complex and it is a retailer's responsibility to provide correct information about their own offers. Where there is a mistake, a retailer should acknowledge this and explain to the customer the various options, not just demand payment.**

A customer accepted a phone marketing offer in May 2017. When he received his next bill he discovered that the rates were much higher than those originally offered. He contacted the retailer and was informed that the rates he was being billed were correct and they did not offer him lower rates. The customer said that he had an e-mail verifying the lower rates. This matter was referred to the retailer at a higher level. The customer returned to EWON dissatisfied with the retailer's response. It acknowledged that he had been sent the wrong rates but that he had to pay what he was now being charged.

An EWON investigation found that the quote given to the customer was for a single rate tariff while the customer's meter was configured for a time of use tariff. To assist in resolving this matter, the retailer agreed to waive the balance of the customer's account (\$517). EWON provided advice on how the customer could compare the two tariffs and decide which suited his consumption. EWON also provided advice on how the customer could request a tariff change from his retailer. The customer accepted this outcome.

### Wrong offer marketed to customer

**Mistakes in market offers easily result in customer dissatisfaction.**

A customer said that he agreed to an offer by a door to door marketer. It was a two year fixed rate offer and he was given a contract with the fixed rate box ticked. The second invoice he received had a price increase and he contacted his retailer. Its response was that he should not have been on a fixed rate contract and that he had to pay the bill. The customer then received a disconnection warning, despite the fact he was disputing the bill.

EWON investigated and the retailer responded that it offered a contract with a fixed discount but with variable rates or alternatively a contract with fixed rates but no discount. The offer that had been made to the customer was made in error and it had advised the customer that he had to choose between the two offers available. The retailer said that if the customer chose the fixed rates over the discount offer it would result in a credit of \$91. The retailer also offered a \$100 customer service gesture.

The customer was unhappy that the deal he was offered by the marketer would not be honoured and felt that the retailer was breaking a contract. The customer reluctantly accepted the retailer offer of credits (which reduced his arrears from \$507 to \$315) but indicated that he was extremely dissatisfied with the retailer and he intended to transfer to a new retailer.

### Misrepresentation of tariff rate

**The price offered by marketers should be the actual price a customer will pay. To engage in marketing activity and use the pre-GST prices is misleading marketing.**

A customer was approached by a marketer and liked the deal offered. However, when the welcome pack arrived he noticed that the rates offered by the marketer had not included GST and were less than the rates in the welcome pack. He contacted EWON to complain about misleading marketing but indicated that the offer was still to his benefit and that he was continuing with the contract. The customer was satisfied that his complaint had been heard, recorded and would be reported.

### Anger over letter

**The customer was angry about a small “loyalty reward” that coincided with a price rise and felt that the offer was misleading.**

A customer approached EWON to complain about marketing material she had received. She advised that she had received a cover letter with her latest bill which stated that as a loyal customer she was being rewarded with an extra 2% discount off her bill. The customer then noticed that her bill had a 26% increase for usage charges and a 14.5% increase in supply charges. The customer considered the letter to be extremely misleading and condescending. The customer said that the retailer had responded to her complaint about this letter by saying that the notification of the increase was in the previous bill. The customer noted that there was no cover letter, just information about the price rise on the bill. EWON offered to escalate her complaint to the retailer but the customer was happy for EWON to record and report her concerns.

### Marketing of retention offer

**The customer recognised that he had some responsibility to read the details of the contract but felt that the verbal offer was misleading and did not provide full disclosure of the terms of the offer.**

A customer said that when he had requested a transfer, his current retailer had contacted him and offered a 32% discount off his bill if he remained. The customer agreed to cancel his transfer request. When he received the next bill he found that the rates had risen and that the discount only applied to usage charges but not the supply charge. The customer said that he considered the retention offer to be “totally misleading and underhanded in so many ways”. The customer also stated that he had attempted to complain to his retailer but had been put on hold for a considerable time so he had come to EWON.

EWON discussed the complaint with the customer and he agreed that he should have read the contract when it was sent to him but he had accepted the retailer offer based on the verbal communication. The customer still felt that the verbal information was misleading.

The matter was referred to the retailer at a higher level.

### Customers responsibility to check offer

**Some complaints about marketing are based on dissatisfaction after a customer has received the first bill. EWON encourages customers to check and compare any marketing offers to make sure that the offer is an improvement.**

A customer transferred to a new retailer on the basis that she would receive “great savings”. When she received her first bill she was angry to find that it was higher than she would have paid to her previous retailer. The customer said that she was not disputing the bill. The customer asked EWON if it could make the retailer charge her what her previous retailer would have charged. EWON indicated that customers have a responsibility to read the terms of the contract but once it was signed there was nothing EWON could do unless the customer had been misled. The offer of “great savings” was too generic to be considered misleading. EWON advised the customer that she had a right to change retailers if she was dissatisfied and provided information about Energy Made Easy.

### Retention of pre-paid fee after customer cancels contract

**Where rates are due to change and where fees are non-refundable, this information should be fully explained to potential customers so that their consent is fully informed.**

A customer signed a contract with a new retailer on the basis of the tariff offered and the fact that it was not a lock in contract. He prepaid a monthly service fee to gain a discount. The tariff offered was increased before the account began. He contacted the retailer on the basis that the new rate was not what he had agreed to but it would not reduce the tariff to the offered rate. Because of this he then cancelled the transfer. The retailer told him that the prepaid service fee was non-refundable. The customer considered this to be unconscionable behaviour and contacted EWON.

The matter was referred to the retailer at a higher level.

### Getting the best deal

**The customer responded to the strong public messages that customers should ask their retailers for the best offer. He was frustrated that his retailer when directly contacted did not offer him a rate that he could get through a third party.**

The customer contacted his retailer to renegotiate his contract. He said that he was offered a 15% discount. He rang again and asked for the retailer's best offer and it again offered him 15%. He then contacted a third party and was offered a 19% discount for that retailer. He was annoyed that his retailer had not offered him the best deal. EWON provided information about how to shop around and provided information about Energy Made Easy. EWON also informed the customer that it was a business decision by the retailer with respect to how it offered customers discounts.

### Conditional discount

**If a retailer is offering a current customer a new contract any significant change to the conditions related to a discount should be fully explained so that the customer can make an informed decision.**

A customer said he received a marketing offer from his retailer. He was receiving a 16% discount and was offered a new offer with a 23% discount. He was told this would reduce his bills and he accepted. When he received his first bill he discovered that the discount was a pay on time discount. He said that if he had known this he would not have accepted the new contract because he is an elderly pensioner and had to budget. This meant that sometimes he is slightly late paying his bill. He expressed concern that this new contract would leave him financially disadvantaged.

The matter was referred to the retailer at a higher level.

## Exempt Retailer Issues

EWON received 28 complaints from customers of exempt entities this quarter.

Seller or network operator	Complaints Received
Residential Park Operator	8
Other Exempt Retailer	20
<b>Total</b>	<b>28</b>

EWON received complaints from both residential and small business customers, involving issues such as:

- high bill disputes;
- claims that energy rates are higher than the threshold set by the AER;
- poor customer service;
- delays in opening and closing electricity accounts;
- lack of access to retail competition;
- complaints from tenants about the services in an embedded network;
- embedded network operators or exempt retailers failing to provide adequate information to new customers;
- access to government rebates and EAPA;
- excessive connection or account establishment fees;
- calculation of service availability charges in residential parks;
- inadequate disclosure to customer by on-sellers of energy pricing and tariff structures; and
- disconnections for non-payment and related fees.

These case studies were included in the regulator's reports that EWON provides to the AEMC and the AER.

### The basis on which tariffs, fees and charges are calculated.

**In this instance the utility service provider (an agent for the exempt seller) appeared to be setting the prices and structure of the electricity charges. A lack of transparency about the way customers are charged for consumption means customers cannot make an informed choice about switching retailers.**

The customer was living in a residential building established as an embedded network and opened an account with a utility service provider (an agent for the exempt seller). The customer's contract included a pay on time discount.

The customer contacted EWON after receiving their most recent bill on which the pay on time discount had not been applied. The bill also included notification of a price increase for electricity usage. The customer contacted the embedded network service provider to complain about the missing discount and was told that the pay on time discount was now built into the rate being charged for consumption. The customer asked to speak to a manager at the service provider and was not called back as promised.

The customer decided to subsequently withdraw the complaint after the service provider contacted her and offered to provide a credit on her account that was equivalent to the missing pay on time discount. The customer had also decided to move from the supply address and therefore did not want to pursue a complaint about the ongoing billing of their account.

### A dispute over the price charged by a residential park operator

**Residential park operators and residents must deal with both state regulation and the national exemption framework. This regulatory complexity can make it difficult to find a resolution to complaints.**

EWON was contacted by an advocate acting on behalf of a number of permanent residents of a residential park. The residential park had been established as an embedded network.

The residents were concerned that they were being overcharged for electricity consumption and supply by the park operator. The resident group complained that under the *Residential (Land Lease) Communities Act 2015*, the park operator must not charge more for electricity usage than the amount charged by the 'utility service provider retailer' which is providing the service supplied to, or used at, the residential site.

The park operator had declined to provide the residents with access to the bills or contract from the authorised retailer supplying the whole site. The resident group considered that they should have access to this information under the *Residential (Land Lease) Communities Act*.

After reviewing the bills and documents provided by the residents, EWON sent a letter to the park operator:

- Directing the park operator to the AER's Retail Exempt Selling Guideline which states the park owner must not charge the exempt customer tariffs higher than the standing offer price that would be charged by the relevant local area retailer for new connections.
- Providing tariff information from the relevant local area retailer and noting that the bills provided by the residents indicated that the park operator is charging a rate above the local area retailer's standing offer.
- Directed the park operator to the maximum service availability charge allowable under the *Residential (Land Lease) Communities Regulation 2015*.

### A complaint about access to competitive pricing

**Customers that move into embedded networks often have limited information on issues such as pricing or the benefits of living in an embedded network.**

The customer recently purchased a home within an embedded network and established an energy account with a utility service provider (an agent for the exempt seller). The customer complained to EWON that the energy usage and supply rates he was asked to pay were not competitive with offers available through authorised retailers. The customer wanted to know why he had to pay higher rates than those provided by other electricity retailers. The customer provided EWON with copies of his bills for review.

After reviewing the information provided to the customer, EWON gave the customer information about the AER's Retail Exempt Selling Guideline, and advice that the exempt retailer must not charge tariffs higher than the standing offer price that would be charged by the relevant local area retailer for new connections. We also advised the customer that the rates applied to the bills we reviewed appeared to be equivalent to, or under, the local area retailer's standing offer rates.

## Complaint from a tenant about being pressured to sign a solar power purchase agreement

**EWON continues to receive complaints about new products and services. New products such as solar power purchase agreements are critical in helping customers' access innovative technologies that can help reduce energy costs. However, new products are also complex. This customer had to negotiate both energy and tenancy laws to understand her rights.**

A customer was living at a property as a tenant with a periodic tenancy agreement. The customer contacted EWON because her landlord had provided notice that a solar photovoltaic system would be installed at the property, and that she would have to enter into a written contract with a third party and pay for the energy generated by the system.

The customer told EWON that she did not understand the contract and felt unreasonable pressure by the landlord to enter into the contract.

EWON referred the customer to the Office of Fair Trading and the local Tenants Advice and Advocacy Service to obtain further advice regarding the contract and her rights generally as tenant.



## Water Complaints

Water complaints received this quarter (195) increased by 16% (27 complaints) compared to the corresponding period (169) in 2016. However, complaint numbers have decreased 14% from last quarter (229).

Water complaints about high bills increased from the same period in the previous year, as can be seen in Table 4 below. After a decline in numbers, cases involving payment difficulties have increased to the same level they were a year ago.

A breakdown of water case types is shown in Table 5.

**Table 4 – Water Top 5 issues October – December 2017, including previous quarters**

Primary Issue	Secondary Issue	Tertiary Issue	Oct 17 – Dec 17	Jul 17 – Sep 17	Apr 17 – Jun 17	Jan 17 - Mar 17	Oct 16 – Dec 16
<b>Billing</b>	High	Disputed	52	56	66	32	34
<b>General</b>	Energy / Water		28	23	21	28	20
<b>Customer service</b>	Poor service		27	34	27	37	30
<b>Customer service</b>	Failure to respond		21	27	28	20	25
<b>Credit</b>	payment difficulties	Current / arrears	17	12	16	7	17

**Table 5 – Case breakdown – water**

Complaint type	Number of complaints	% Total water complaints
General Enquiry	2	1%
Complaint enquiry	96	49%
Refer to Higher Level	64	33%
Investigated	33	17%
<b>Total</b>	<b>195</b>	<b>100%</b>

### **A claim for damage caused by a tree on a water provider's land**

**A detailed EWON investigation can support the actions taken by a provider. In complex matters it may be necessary for EWON to obtain independent expert advice.**

The rear of a customer's property adjoins the water provider's property. In January 2016 the customer notified the water provider that roots from a tree on its adjoining property appeared to be causing damage to a retaining wall that runs across the back of his property. The customer said the previous owner of the property had, in the past, complained to the water provider about the tree dropping large branches in the yard.

The water provider and an arborist visited the property in February 2016 and decided that the tree should be removed due to its size, location and potential to cause damage. The water provider advised the customer to submit a claim through its website for damage to the retaining wall on his property. A contractor removed the tree in July 2016. The customer submitted a claim for damages of \$18,434, and the water provider responded that rectification costs for his retaining wall would not be paid because all necessary and reasonable action to alleviate any harm to his property had been taken by removing the tree.

In response to the customer's complaint to EWON, the water provider arranged a further visit to the property, with an independent engineer, to assess any damage to the retaining wall. The engineer provided a report to the customer concluding that the damage to the wall was due to other factors, such as the nature of the ground at the property, and not the tree.

In response to the customer's concerns about the report obtained by the water provider, EWON sought further independent expert advice about the structural integrity of the retaining wall, any effects on the wall from tree roots or surrounding soil movement, and whether repair/ replacement of the wall (as quoted) was appropriate in the circumstances described. The independent expert agreed with the conclusions of the original independent engineer that the retaining wall had not been constructed according to the relevant Australian Standard and its structure was therefore the issue, not the tree. EWON provided the customer with a report concluding that the water provider's denial of responsibility for the damage to his wall was appropriate.

### **The customer could not afford the meter test fee**

**The customer was raising an issue of affordability. In this instance, offering to waive the meter test fee may have allowed the complaint to be resolved before it was escalated.**

A customer complained to EWON that her water bills were consistently higher than she expected. The customer had resided at the supply address for nine years and her water bills were usually around \$600 per quarter. The customer had conducted a leak test and found no evidence of a concealed leak. The customer was concerned that the meter was not recording her water consumption accurately. The customer contacted the water provider to request a meter test but was reluctant to pay the \$210 meter test fee. The water provider advised the fee is refundable if the meter was found to be inaccurate. The customer considered the fee to be unaffordable.

EWON contacted the water provider and requested the customer's billing information. EWON's review of the available information did not indicate that there were any errors with the billing. However, after further discussion with the water provider, it agreed to test the customer's water meter without charging a meter test fee. The water provider offered to arrange for the customer's water meter to be exchanged for a new meter, which is required in order to fully test the meter's accuracy. The water provider would then write to the customer with the outcome of the meter test on the old meter. The customer accepted this outcome as a resolution to the complaint.

### The customer disputed responsibility for a water invoice

**The water provider could not provide all relevant information to the customer about why an error was made, which meant the customer received an incorrect invoice. In this case, the invoice defaulted back to the customer because the responsible individual had died. EWON was able to assess all the information and assure the customer that the issue had been resolved.**

The customer sold the supply address in 2013. At the time, the customer owned half of the property with two other individuals who each owned a quarter share of the property. When the property was sold, the customer signed and stamped a transfer of the water licence for the property to the new owners. The customer had recently received invoices from the water provider for an outstanding account related to the water licence. The customer contacted the water provider about the invoice. The water provider then sent the customer a letter advising that the licence details had been updated and the invoice would be sent to the correct individual. The customer contacted EWON after receiving another account statement from the water provider requesting payment of an outstanding amount.

EWON contacted the water provider about the complaint. Following a further investigation, the water provider advised EWON that the individual who purchased the property and the licence had died. It appeared that the transfer of the water licence had never been completed by the new owner. The water provider was dealing with the deceased estate for the outstanding account. The water provider advised that it would ensure the customer would not receive any future invoices for the water licence, and arranged for a licencing officer to contact the customer to help her surrender the existing water licence for the property.

EWON was able to provide the customer with confirmation that she would no longer receive invoices for the licence, and arrangements for the licence to be formally surrendered would be made.

### Water restriction notice received by a tenant

**The water provider provided timely intervention on a water restriction notice received by a tenant.**

The customer is a tenant at the supply address. The customer contacted EWON after he received a water restriction notice from the water provider requesting payment of an outstanding amount of \$341.39. The customer advised EWON that he had not previously received any water bills or notices directly from the water provider. The customer had also not been contacted by his landlord or the managing agent for the property about unpaid water charges.

The customer said he had unable to contact either the landlord or the managing agent for the property to discuss the notice. The customer also advised EWON that he could not afford to pay the full amount owing on the water account.

EWON contacted the water provider about the water restriction notice and to discuss the customer's circumstances. The water provider added notes to its billing system to indicate that the property was tenanted and would therefore not be restricted. The water provider advised that if a tenant called it after receiving a water restriction notice, an automatic hold would be placed on the account to allow the tenant time to contact the landlord or their agent. In this case, the water provider placed a three month hold on the water account. The provider's debt recovery team had the owner's contact information and would make best endeavours to contact them to discuss the account. The provider also gave information to EWON about payment options for the customer, should they be required now, or in the future.

## A claim for compensation after three separate sewerage overflows into the customer's home

**The customer was reluctant to accept the resolution offer made by the water provider because he was asked to sign a deed of release. Independent advice from EWON gave the customer confidence in accepting this outcome.**

The customer complained to EWON that, due to a rock in the sewer pipe outside his property, there was a sewer main blockage which he reported to the water provider. The water provider attended the property to fix the sewer pipe and the customer complained that this repair work caused three separate sewerage overflows into his home causing internal damage. The customer complained to the water provider about the overflows and the water provider inspected the customer's private sewerage service. The water provider informed the customer that his private sewerage service was non-compliant because the release gully was covered over, and this was the cause of the overflows into his home.

The customer considered that the water provider should have established the condition of his overflow release gully before carrying out the repairs. The water provider offered to pay the customer \$1,000 as a gesture to resolve the complaint, but the customer was unsure of the implications of accepting the offer and signing the Form of Release that the water provider asked him to sign.

EWON contacted the water provider to discuss the complaint and its resolution offer. The water provider advised EWON that its practice was to attend and repair sewer main blockages as soon as possible. Part of the reason for this is that sewer main blockages will usually affect more than one customer. It is each customer's responsibility to ensure that their private sewerage service is appropriately maintained. EWON advised the customer that the provider's response to the sewer main blockage appeared to be appropriate. Based on this advice, the customer decided to accept the outcome originally offered by the water provider.

## The customer disputes the water provider's application of its concealed leak policy

**While the water provider took action to proactively identify a potential concealed leak based on a high meter reading, the customer considered that the water provider should send notices of potential leaks through multiple communication channels.**

Following a meter reading on 22 February 2017, the water provider sent the customer a letter on 1 March 2017 warning him of high consumption at the property and recommending that he check for a possible water leak. The customer received this letter on 6 March. The customer then received a bill on 7 March 2017 which recorded a higher water usage than the customer expected. A plumber investigated the high water usage on 8 March 2017 and identified a leak underground as a result of tree roots, and bypassed the leak by installing a new water line. The water provider visited the property and repaired the tap meter. The customer then applied for an allowance on his water account for the hidden leak. The water provider sent the customer a letter on 13 March 2017 providing a credit of \$1,292 for excess water usage caused by the leak. The water provider also visited the property again on 11 April 2017 to take a meter reading to check that the consumption had returned to normal.

The customer complained to EWON about the outcome of his complaint to the water provider and also the provider's internal policies and procedures, which he considered were not fair and reasonable in the way they dealt with hidden water leaks on customer's properties.

EWON fully investigated the complaint and found the actions of the water provider to be fair and reasonable. EWON provided a report to the customer including advice that it was a customer's responsibility to identify and fix a leak with their private water service and that the water provider had dealt with his complaint fairly and reasonably, and in accordance with its Hidden Leak Allowance policy.

# Stakeholder Engagement

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

<b>Members</b>	
<b>Meetings EWON</b>	<b>Staff involved</b>
Momentum Energy	<i>Ombudsman</i>
EnergyAustralia	<i>Ombudsman, GM Investigations, Investigations Officers</i>
Ausgrid	<i>Ombudsman, Senior Policy Officer</i>
Sydney Water	<i>Ombudsman</i>
Origin Energy	<i>Ombudsman</i>
Red Energy	<i>Ombudsman</i>
Jemena	<i>GM Investigations</i>
Essential Energy	<i>GM Investigations, Manager Policy and Research</i>
Endeavour Energy	<i>Manager Policy and Research and Senior Policy Officer</i>

<b>Government and Other Stakeholders</b>	
<b>Meetings</b>	<b>Staff involved</b>
EWOV and EWOQ	<i>Ombudsman, Manager Policy and Research, Policy Officer</i>
Commonwealth Ombudsman – Complaints Handling Forum	<i>Ombudsman</i>
NSW Ombudsman	<i>Ombudsman</i>
Credit and Investment Ombudsman	<i>Ombudsman</i>
ANZEWON and ANZOA	<i>Ombudsman</i>
AER	<i>Ombudsman, General Manager Governance, Awareness and Policy, Manager Policy and Research, and Manager Governance</i>
AEMC, IPART and Department of Planning and Environment	<i>General Manager Governance, Awareness and Policy, Manager Governance, Manager Policy and Research, and Stakeholder Relations Officer</i>
Small Business Commissioner	<i>Ombudsman</i>
Australian Unity	<i>Ombudsman, General Manager Governance, Awareness and Policy, and Manager Governance</i>
Caravan and Camping Industry Association NSW	<i>Ombudsman, General Manager Governance, Awareness and Policy, and Manager Governance</i>

Outreach Events for October 2017						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 <b>Stall</b> , NSW Aboriginal Rugby League Knockout, Leichhardt (100)	2 <b>Stall</b> , NSW Aboriginal Rugby League Knockout, Leichhardt (100)	3	4 <b>Meeting</b> , Settlement Symposium with Community Workers, Norwest (100) <b>Stall</b> , Counterpoint, Surry Hills (20)	5 <b>Bring Your Bills and Retailers Assistance day</b> , HUB Community Centre, Mt Druitt (100)	6	7
8	9	10 <b>Resources</b> , Family Services Expo, Coonabarabran, (200)	11	12	13	14
15	16	17 <b>Anti Poverty Week Forum</b> for Community Workers, Penrith (80)	18 <b>Expo</b> , Salvation Army Moneycare, Macquarie Fields (60) <b>Expo</b> , Salvation Army Moneycare, Auburn (80) <b>Expo</b> , Salvation Army Moneycare, Hurstville (40) <b>Expo</b> , NSW Fair Trading Building Forum, Chatswood (150)	19 <b>Resources</b> , Carer's Week - Health & Well Being Expo, Somersby, (100) <b>Resources</b> , Meals on Wheels, Hornsby, (200) <b>Resources</b> , Wollondilly Support and Community Care, Wollondilly (300) <b>Meeting</b> , Good Service Mob, Parramatta (6)	20 <b>Resources</b> , Anti-Poverty Week, St Vincent de Paul, Woy Woy, (100)	21
22	23	24	25 <b>Meeting</b> , Launch of SydWest Multicultural Services Aged Care & Disability Services, Rouse Hill (80)	26 <b>Presentation</b> , NSW Fair Trading Community Forum, Port Stephens (16) <b>Presentation</b> , NSW Fair Trading Building Forum, Hexham (100) <b>Bring Your Bills</b> , Riverwood Community Pop Up Bring Your Bills day project, Riverwood (150)	27	28
29	30	31 <b>Bring Your Bills</b> , Tenant Support & Education Program, Wilcannia (50)				

Blue indicates general outreach events.

Orange indicates Aboriginal and Torres Strait Islander events.

## Outreach Events for November 2017

Sun day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 <b>EXPO</b> , Migrant Information Day, Rockdale (200) <b>Bring Your Bills Day</b> , TSEP + EWON, Menindee (50)	2 <b>Bring Your Bills Day</b> , St Vincent de Paul Carolyn Chisholm Centre, Mt Druitt (6) <b>Presentation</b> , Mittagong Builders Forum hosted by NSW Fair Trading, Mittagong (150) <b>Presentation</b> , Community Workers Forum, Mittagong (15) <b>Stall</b> , Conference - Cohesiveness and Inclusive – Multicultural, Sydney (100) <b>Bring Your Bills Day</b> , TSEP + EWON, Dareton (50)	3 <b>Bring Your Bills Day</b> , SydWest Multicultural Services, Blacktown (6)	4
5	6	7	8 <b>Resources</b> , Prison Expo, South Windsor (30)	9 <b>EXPO</b> , Builders Forum with NSW Fair Trading, Liverpool (200)	10 <b>Resources</b> , Meals on Wheels, Holbrook (120) <b>Resources</b> , Meals on Wheels, Coonabarabran (50)	11
12	13 <b>Presentation</b> , TAFE - 2 presentations students learning English using interpreter, Wagga Wagga (180)	14 <b>Forum</b> , Anti-Poverty Forum for Community Workers hosted by EWON, Wagga Wagga (50) <b>Presentation</b> , Illawarra Forum - Housing Tenants, Goulburn (20) <b>Visit</b> , to 8 Community Worker agencies in Goulburn (8)	15 <b>Resources</b> , St Vincent de Paul, Swansea (30) <b>Bring Your Bills Day</b> , Tolland Community Hub, Wagga Wagga (40)	16 <b>Bring Your Bills Day</b> , Griffith LALC (70) <b>Presentation</b> , St Vincent De Paul, Griffith (20), Janine	17 <b>Resources</b> , St Vincent de Paul, Griffith (100) <b>Bring Your Bills Day</b> , Narrandera TAFE (16)	18
19	20	21	22	23 <b>Bring Your Bills Day</b> , One Stop Shop, Campbelltown (17)	24 <b>Presentation</b> , Community Forum hosted by Senator Deborah O'Neill, Kincumber (20)	25
26	27 <b>Meeting</b> , Office of Environment and Heritage, Sydney (6)	28	29 <b>Bring Your Bill +Family Fun Day</b> , TSEP+EWON, Walgett (200)	30 <b>Meeting</b> , Urbis - Evaluation of Home Energy Action, Sydney (2) <b>Bring Your Bill +Family Fun Day</b> , TSEP+EWON, Coonamble (200)		

**Blue indicates general outreach events.**

**Orange indicates Aboriginal and Torres Strait Islander events.**

## Outreach Events for December 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 <b>EWON/PIAC presentation,</b> Nagle Centre, Campbelltown (8) <b>Bring Your Bills,</b> SydWest Multicultural Services, Blacktown, Leeann (6)	2
3	4	5 <b>Meeting JOIN</b> ADR, Sydney (13)	6	7 <b>Bring Your Bills,</b> St Vincent de Paul, Mt Druitt (5) <b>Meeting,</b> ISAIN Community workers, Marrickville (15)	8 <b>EXPO,</b> South West Disability Expo, shared with Sydney Water, Liverpool (160)	9 <b>EXPO,</b> South West Disability Expo, shared with Sydney Water, Liverpool (160)
10	11	12 <b>Meeting,</b> Good Service Mob, Sydney (9)	13	14 <b>Bring Your Bills,</b> Mudgin-gal Women's Centre, Chippendale (25)	15	16
17	18	19 <b>Visit,</b> Redfern Community Centre Luncheon Group, Redfern (30) <b>Meeting,</b> Tenant Support and Education Program, Redfern (5)	20	21	22	23
24	25	26	27	28	29	30
31						

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