



Energy & Water
Ombudsman NSW
Free, fair and independent

Quarterly Activity Report

Complaints, Case Studies and Community

1/4/2017 to 30/06/2017



**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

Welcome to the EWON Quarterly Report for for the period 1/04/2017 to 30/06/2017.

Complaints are increasing

Significantly, this is the fourth quarter in a row where complaints received by EWON have increased, up 21.3% compared to the same period last year.

The most prominent driver for the increase when compared to a year ago has been complaints about electricity retailers, which have seen a 31.2% increase over that time. There has been no single issue causing this increase, rather many of the top ten issues we regularly see have increased.

Themes of this report

This report focuses on two issues that are ongoing and, while not great in number, are each capable of causing significant distress to affected customers.

Payment difficulties

These case studies relate to customers who have difficulty in making payments. Many concern customers who cannot access an affordable payment plan from their retailer, or who have been disconnected and are facing demands for up-front payment before reconnection. This is particularly surprising perhaps as it follows the introduction by the AER of its voluntary Sustainable Payment Plans Framework, adopted by 10 energy retailers who are EWON members.

With the increase in energy costs from 1 July 2017, it is critical that sustainable payment plans and hardship programs support be proactively offered by all retailers. Customers without a history of affordability problems may also need this support.

Delays in gas connections

The second issue concerns customers who have requested a gas connection and experience delays, often with little, no, or even incorrect information from their provider. These complaints often involve miscommunication and 'buck passing' between the customer's retailer and the gas distribution network.

EWON is very conscious of the current delays in connections within gas networks, but customers report to EWON strong customer service dissatisfaction with both their retailer and network companies, and many are avoidable in our view.

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 April – June 2017

Overview

Complaints received by EWON this quarter increased by 21.3% in comparison to the same period last year (6,546 compared to 5,398). This is also the fourth quarter in a row where complaints have increased.

Electricity: Electricity retail complaints increased by 31.2%, with 4,547 cases opened in the quarter, up from 3,467 in Q4 2015/2016. Overall electricity complaints increased by 29.5%, 4,972 this quarter compared to 3,839 in 2016. The 44 complaints from customers of exempt retailers was an increase of 120% compared to the same quarter in 2016.

Gas: The number of gas retail complaints received this quarter declined by 4.7% (1,205) in comparison to the corresponding period in 2016 (1,264). However, the number of gas distribution complaints (134) rose by 135.1% in comparison to the equivalent period last year (57). Overall gas complaints increased by 1.8%, 1,351 this quarter compared to 1,327 in 2016.

Water: The number of water complaints received this quarter (195) decreased by 11.4% compared to the corresponding period in 2016 (220).

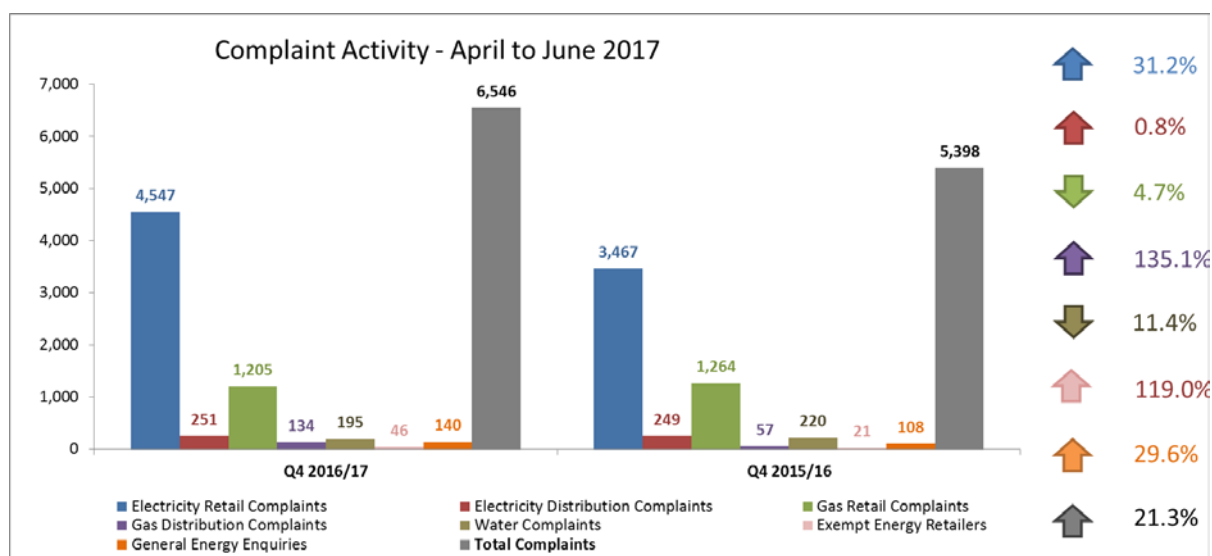


Table 1 on the following page provides more detailed information about the number of complaints received from April to June 2017, in comparison to the corresponding period in 2016, along with the changes, presented in actual and percentage terms.

Table 1 – Files opened April – June 2017 compared with corresponding quarter 2016

Case Subject	Provider Type	April 17 – June 17	April 16 – June 16	Increase or decrease	% change
Electricity	Distributor	251	249	2	0.8%
Electricity	Exempt retailer	44	20	24	120%
Electricity	General enquiry	130	103	27	26.2%
Electricity	Retailer	4,547	3,467	1,080	31.2%
Electricity Total		4,972	3,839	1,133	29.5%
Gas	Distributor	134	57	77	135.1%
Gas	Exempt retailer	2	1	1	100.0%
Gas	General enquiry	10	5	5	100.0%
Gas	Retailer	1,205	1,264	-59	-4.7%
Gas Total		1,351	1,327	24	1.8%
Non energy/ Non water	General enquiry	28	12	16	133.3%
Non energy/ Non-water Total		28	12	16	133.3%
Water	Distributor	50	59	-9	-15.3%
Water	Exempt retailer	1	1	0	0.0%
Water	General enquiry	11	8	3	37.5%
Water	Retailer	133	152	-19	-12.5%
Water Total		195	220	-25	-11.4%
Grand Total		6,546	5,398	1,148	21.3%

Customer Complaint Issues

Complaints about customer service issues have increased significantly compared to the same period in 2016:

- Customer service / poor service up 38.5% (1,337 from 965). This issue was 9.7% of all issues identified.
- Customer service / failure to respond up 27.5% (1,030 from 808). This issue was 7.5% of all issues identified.
- Customer service / incorrect advice or information up 36.8% (561 from 410). This issue was 4.1% of all issues identified.

High bill disputes increased by 1.3% representing 10.9% of all issues raised. Complaints about payment difficulties decreased by 5.7% from 532 in 2016, down to 492 this quarter. The other decreases in complaints were related to either opening or closing accounts, down 18.8% and estimated bills down 14.8%.

This quarter saw digital meter issues appear in the top 10 issues for the second time. Complaints about delays in installation were identified by 489 customers, while 410 complaints concerned meters not being installed as arranged. There is overlap between these two issues, with many customers identifying both issues in their complaint. Overall for this quarter 1,597 separate issues were identified by customers relating to digital meter exchange.

Table 2 – Top 10 issues April - June 2017 compared with corresponding quarter 2016

Primary Issue	Secondary Issue	Tertiary Issue	Apr 17 – Jun 17	% share of total issues	Apr 16 – Jun 16	% share of total issues
Billing	High	Disputed	1,501	10.9%	1,482	12.9%
Customer service	Poor service		1,337	9.7%	965	8.4%
Customer service	Failure to respond		1,030	7.5%	808	7.0%
Customer service	Incorrect advice/information		561	4.1%	410	3.6%
Billing	Estimation	Meter access / not read	557	4.1%	654	5.7%
Billing	Opening/closing account		544	4.0%	670	5.8%
Credit	Payment difficulties	Current/arrears	492	3.6%	532	4.6%
Digital meter exchange	Delay		489	3.6%	N/A	N/A
Digital meter exchange	Not Installed		410	3.0%	N/A	N/A
Billing	Backbill		311	2.3%	327	2.8%
Total Number of Issues Per Quarter			13,754		11,535	

Energy

This quarter's report highlights that in many instances good customer service would have resolved customers' issues when complaints were first raised with the provider. 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	11	0.2%
Complaint enquiry	2,030	32.1%
Refer to Higher Level	2,689	42.5%
Investigated	1,593	25.2%
Total	6,323	100%

Hardship and the Sustainable Payment Plans Framework

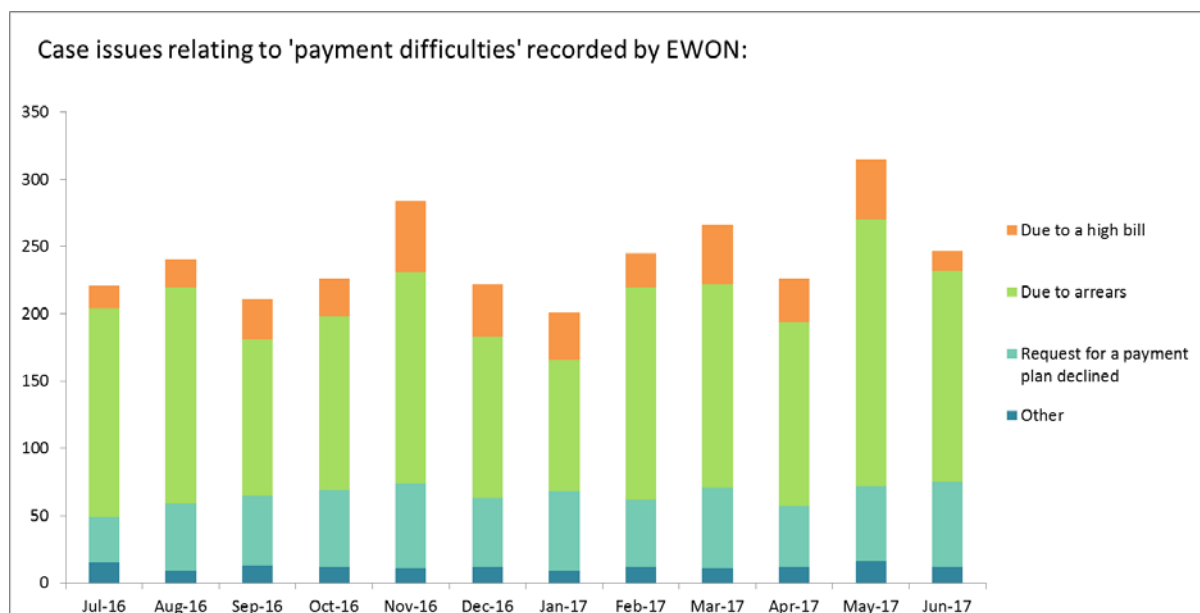
The Australian Energy Regulator published its Sustainable Payment Plans Framework in July 2016. Since that time 14 retailers across Australia have adopted the Framework. EWON has 30 members who retail electricity in NSW, 10 of which have adopted the framework.

The Framework is built around the principles of fairness, empathy, respect and consistency. The aim of the Framework is to improve the ways in which energy retailers consider their customers' capacity to pay when establishing payment plans. The principles of the Framework are reflected in a Good Practice Guide, which provides a range of different approaches for dealing with customers in financial hardship.

EWON records complaints about payment difficulties using the following complaint issues:

Primary Issue	Secondary Issue	Tertiary Issue
Credit	payment difficulties	arrangement declined
Credit	payment difficulties	current / arrears
Credit	payment difficulties	high bill
Credit	payment difficulties	other

The proportion of complaints relating to declined payment plans has increased slightly, as have complaints involving problems with arrears as shown below:



EWON recognises that the Good Practice Guide works only when customers as well as retailers engage in the process. As we are all aware, disconnection, either impending or actual, is often the point of engagement for some customers. Applying the framework at this opportunity could see more, and earlier, engagement in the future. EWON understands that the framework is voluntary and energy retailers do not necessarily need to adopt it to exhibit good practice affordability management. This report provides examples of how aspects of the Framework could have been applied to avoid EWON complaints.

The first point of the Guide is that retailers should initiate a conversation to determine what the customer can afford. When a customer has been disconnected or is seeking to avoid disconnection, starting the conversation about affordability rather than with a demand for a significant upfront payment may have prevented the following complaints.

Case studies: Upfront payments required

Case	Customer information / outcome
<p>Upfront payment required for reconnection</p>	<p><i>When the customer contacted the retailer to arrange reconnection, she should have been offered a payment plan.</i></p> <p>A customer was disconnected for non-payment. She had arrears of \$940 and her retailer required a payment of \$600 for her to be reconnected.</p> <p>EWON contacted the retailer who confirmed that the customer had not been offered a payment arrangement. EWON arranged for a reconnection based on a \$150 payment and a payment plan of \$100 per week. The customer was also encouraged to contact her retailer when she received her next bill to discuss a further payment arrangement.</p>
<p>Full arrears required for reconnection</p>	<p><i>The retailer could have been more responsive to the situation presented and reconnected on the basis of a payment plan.</i></p> <p>An advocate (in this case a resident of the customer’s premises acting on the customer’s behalf) rang as the customer’s electricity had been disconnected for non-payment. There were arrears of \$441 and the retailer required full payment for reconnection. The customer was in prison and the advocate asked for a payment plan but the retailer refused because she was not authorised on the account.</p> <p>Due to the extenuating circumstances preventing the customer acting on his own behalf, EWON contacted the retailer who arranged for reconnection. EWON advised the retailer of the payment plan the advocate could afford. EWON also provided the advocate with advice about opening the account in her name and ensuring that the customer’s final bill was paid in full to prevent a subsequent credit listing.</p>
<p>Unaffordable upfront payment required for reconnection</p>	<p><i>Disconnection provides an opportunity to engage with customers who are in financial hardship. A large upfront payment request is not a productive way to engage.</i></p> <p>A customer approached EWON after her electricity supply was disconnected for non-payment. The customer advised her retailer requested that she pay \$1,700 for reconnection. The customer said she could not afford such a large upfront payment but could afford a</p>

Case	Customer information / outcome
	<p>payment plan of \$200 per fortnight.</p> <p>EWON established that the customer had arrears of \$3,560 and had failed to meet a previous payment arrangement. The retailer agreed to arrange reconnection and place the customer back into their hardship program on a payment arrangement of \$250 per fortnight. The retailer also said that this would be the customer's final chance on its hardship program. EWON reinforced this with the customer and referred her for EAPA assistance.</p>
<p>Unaffordable upfront payment required for reconnection</p>	<p><i>Rather than requesting such a large upfront payment the retailer could have initially responded more flexibly.</i></p> <p>The customer was disconnected for non-payment and had arrears of \$1,375. The retailer told her that she had to pay \$1,000 before she would be reconnected.</p> <p>EWON established that the customer had broken a previous payment arrangement and that a number of direct debits had failed. A reconnection was agreed to on the basis that the customer establish a Centrepay arrangement at \$60 per week. The retailer agreed to establish this arrangement through their hardship program but also indicated that this would be the customer's final opportunity on the program. The customer was also referred for EAPA and financial counselling.</p>
<p>Upfront payment required to establish a payment plan</p>	<p><i>This customer's right to a payment plan should have been offered without an upfront payment being required, and with a referral to the retailer's hardship program.</i></p> <p>A customer received a high bill (\$2,500) and then received a disconnection warning. She tried to negotiate a payment plan but was told that she needed to make a \$350 upfront payment before a payment plan could be established. The customer said that she had become unemployed and had a waiting period before she was eligible for Centrelink payments.</p> <p>EWON contacted the retailer who confirmed that the customer had tried to negotiate a payment arrangement. The retailer also confirmed that the customer had entered a payment plan in the last 12 months but had failed to meet her obligations under this payment plan. It had no explanation why the customer had not been referred to the hardship program by the credit team. A hold was placed on the disconnection and the customer was referred to the hardship program to negotiate a sustainable payment plan.</p>

Case	Customer information / outcome
<p>Upfront payment required to avoid disconnection and payment arrangement refused</p>	<p><i>This customer's right to a payment plan should have been offered without an upfront payment being required, and with a referral to the retailer's hardship program.</i></p> <p>A customer received a disconnection warning notice for his gas account due to arrears of \$744. He rang his retailer to ask for a payment plan but was told that he had to pay 50% of the arrears to avoid disconnection. He could not afford this so he rang EWON seeking assistance in establishing a sustainable payment plan.</p> <p>EWON contacted the retailer and established that the customer had no formal payment plan and had not received a referral to the hardship program. The disconnection process was cancelled and EWON transferred the customer to the retailer's hardship program staff to arrange a sustainable payment plan. EWON then confirmed with the customer that a plan had been established. He thanked EWON and advised that he now had a payment plan of \$60 per fortnight for his gas and a plan for his electricity. EWON also provided an EAPA referral.</p>

A key principle of the Framework is flexibility. This includes recognising that sometimes payments will be missed and plans broken. It requires retailers to treat customers as individuals and apply discretion where appropriate. Beyond the guidelines, the National Energy Retail Rules provide protections for customers, including the right to two payment plans in any twelve-month period.

A request for a payment plan should be accepted in good faith, even if the customer has been disconnected.

Case	Customer information / outcome
<p>Payment plan for reconnection refused</p>	<p><i>Customers are entitled to two payment plans in a twelve-month period (NERR 111 (2)). This requirement should be met even if a customer has been disconnected for failing to meet arrangements under one previous plan.</i></p> <p>A customer was disconnected after failing to make any payments on an existing payment plan. He rang his retailer requesting reconnection and a new payment arrangement but this was refused. He indicated that he had become unemployed and was no longer able to afford the payment plan. He rang EWON seeking assistance in getting reconnected and establishing a new payment arrangement.</p> <p>EWON contacted the retailer and established that the customer had only</p>

Case	Customer information / outcome
	<p>had one payment plan and owed \$961. The retailer agreed to a second payment plan of \$100 per week, which the customer said he could now afford as he had found a new job. The electricity was reconnected without charge and the disconnection fee waived.</p>
<p>Full payment required for reconnection and no referral to hardship program</p>	<p><i>Where a customer is consistent in payments, this shows a willingness to pay. Failure to meet a request to increase a payment plan should trigger a discussion about affordability and a referral to the hardship program, not a request for full payment and a refusal to reconnect.</i></p> <p>A customer was consistently paying \$45 per fortnight through Centrelink, however had built up arrears of \$422 and was disconnected. When she contacted the retailer, she was advised that she had to pay the full amount to be reconnected.</p> <p>When EWON contacted the retailer, they indicated that they had sent a letter increasing the payment plan amount from \$45 to \$65 per fortnight but the customer continued to pay the original amount and that this was the customer's only payment plan. The customer had not been referred to the hardship program. A reconnection was organised, the disconnection fee was waived and the customer agreed to a short term payment plan of \$75 per fortnight lasting four instalments. The retailer made this short term plan a condition before it would discuss eligibility for its hardship program.</p>
<p>Payment plan request refused</p>	<p><i>The requirement for full payment is a missed opportunity to negotiate a sustainable payment plan. The failure to use a disconnection as an opportunity to provide hardship support is a sign that the retailer's hardship program is not accessible for those who need it.</i></p> <p>A customer was disconnected for non-payment. She said that she was experiencing a period of hardship and had not been able to negotiate a payment plan to get reconnected. Her retailer required full payment of the \$561 arrears.</p> <p>EWON contacted the retailer who indicated that they had received intermittent payments. It also confirmed that the customer had not been referred to the hardship program and had not been offered any payment plan. A reconnection was arranged and all fees associated with the disconnection were waived. The customer was directly transferred to the retailer to arrange a payment plan.</p> <p>When EWON called the customer to confirm she had been reconnected she said the conversation establishing an affordable payment plan went really well and she understood that ongoing engagement with her</p>

Case	Customer information / outcome
	retailer was important. The customer thanked EWON for the assistance she received.

Referral to hardship programs when customers cannot afford standard payment plans is good practice. Recently, some retailers have started to place willingness to pay requirements as preconditions to entry into the hardship program. Such an approach may be justified if a customer has an extensive history of failed opportunities in a hardship program, but this approach is also a barrier to establishing sustainable arrangements.

Case Studies: ‘Willingness to pay’ conditions placed upon customers

Case	Customer information / outcome
<p>Condition of regular payments before access to hardship program</p>	<p><i>The principle of two opportunities for payment plans should also apply to hardship programs. The very nature of financial hardship implies that at times customers will fail to meet commitments. Flexibility and second opportunities should be hallmarks of a good program.</i></p> <p>A customer had received a disconnection notice and when he contacted the retailer they required an upfront payment of \$1,700 for the disconnection order to be cancelled. The customer rang EWON to seek assistance in arranging a payment plan of \$200 per fortnight.</p> <p>EWON contacted the retailer and established that there were arrears of \$2,836 and that the last payment had been made five months before. The customer had been on the hardship program in 2016 but had failed due to non-payment. This was the only payment plan the customer had been on in the last twelve months. The disconnection action was cancelled and the customer’s offer of \$200 per fortnight accepted. The retailer agreed that the hardship program would be best for the customer’s circumstances. The retailer also said that the customer would be assessed for the hardship program after four instalments of \$200 were received.</p>
<p>Condition of regular payments before permanent payment plan agreed to</p>	<p><i>A second payment plan is a right, and setting conditions as a qualification is not the best way of ensuring that payment arrangements are sustainable.</i></p> <p>A customer received a disconnection warning notice. He previously had a payment plan in place but when he missed some payments it had been cancelled. A community agency had referred the customer to EWON to</p>

Case	Customer information / outcome
	<p>help him in re-establishing his payment plan.</p> <p>EWON contacted the retailer and found there were arrears of \$1,689 and that the customer had missed five payments over the course of the payment plan. The retailer set a condition of demonstrated willingness to pay before a further payment plan would be established. This was set at \$174 per fortnight, the same as the customer's previous plan. After four payments, the customer would have to contact the retailer to negotiate a further plan. On this basis, the disconnection was cancelled. EWON also identified that the customer's rebate had ceased on the electricity account while it continued on the gas account. The retailer credited the electricity account with twelve months of rebate, reducing the arrears to \$1,402.</p>
<p>Regular payments needed before a hardship program referral would be made</p>	<p><i>Once arrears are very high, sustainable solutions are difficult to put in place. The point of hardship programs is to deal with difficult circumstances holistically and as well as setting up a payment plan, provide consumption reduction advice, referral to a No Interest Loans Scheme provider and referral to financial counselling. This approach is more likely to succeed.</i></p> <p>The customer received a disconnection warning notice for her gas account. She said that she had been paying \$60 per fortnight but the arrears were around \$5,000. She approached EWON to seek assistance to avoid disconnection.</p> <p>EWON contacted the retailer and established that the customer had gas arrears of \$4,243 and no formal payment plan. The retailer had spoken to the customer previously about its hardship program but the customer had advised that she could not afford the payment plan was offered at that time. The customer's usage was accruing at \$132 a fortnight. The retailer agreed to cancel the disconnection activity and offered a short-term payment plan of \$100 per fortnight and, if that was met, they would refer the customer to the hardship program. The customer accepted this offer.</p> <p>EWON also provided the customer with referrals to a tenancy service to discuss a faulty hot water service, and provided referrals for financial counselling and EAPA.</p>

Retailers should be able to agree to a customer's request for a payment arrangement. If the amount nominated by the customer will not cover arrears and usage then referral to the retailer's hardship program is good practice. Further referrals to financial counselling are encouraged to properly assist customers establish they can afford to pay. It is not expected that retailers refuse payment plan requests.

Case Studies: Payment plans refused

Case	Customer information / outcome
<p>Payment arrangement refused</p>	<p><i>There is nothing in the Law, Rules or Framework that allows retailers to exempt first bills from the requirement that customers are entitled to a payment plan. Further, the fact that a customer rings to request a payment arrangement should trigger hardship processes even if the customer does not mention the word 'hardship'.</i></p> <p>A customer was disconnected after not paying the first bill from a retailer. The customer had rung the retailer requesting a fortnight's extension and the retailer had indicated that the customer had to pay \$190 to avoid disconnection. The customer said that the retailer had refused a payment plan because it was a first bill.</p> <p>EWON contacted the retailer who confirmed that the customer had contacted them prior to the disconnection, that an upfront payment of \$190 for arrears of \$391 had been requested, and that the staff member's notes did not indicate hardship. The retailer agreed to reconnect on the basis that the customer would pay \$200 in a fortnight and then ring to arrange a payment plan. The retailer agreed to waive the reconnection fee but added the disconnection fee to the customer's account.</p>
<p>Unaffordable payment plan offered</p>	<p><i>The retailer and EWON focused on the life support issue with agreement that the retailer's hardship team would establish an affordable payment plan.</i></p> <p>The customer was disconnected for non-payment. She told EWON that she had attempted to establish a payment plan but could not afford the \$160 per fortnight that the retailer required.</p> <p>The customer told EWON that she had essential life support equipment for her son. The retailer organised an immediate reconnection and arranged for staff from their hardship program to contact the customer to establish an affordable payment plan. The retailer also agreed to forward the customer the necessary paperwork to have her medical equipment registered as life support. EWON provided referrals for financial counselling and EAPA.</p>

Case	Customer information / outcome
Payment plan offer declined	<p data-bbox="568 293 1455 465"><i>The customer's offer of a payment arrangement was refused. This was despite the fact the customer had not had any previous payment plans. The retailer agreed to a reconnection with a payment plan for less than the customer had originally offered.</i></p> <p data-bbox="568 495 1455 613">A customer was disconnected and contacted his retailer to discuss a payment arrangement. He offered to pay \$100 initially and thereafter \$250 each fortnight. The retailer refused the customer's offer.</p> <p data-bbox="568 642 1455 884">EWON contacted the retailer and established there were arrears of \$1,320. The customer was not on a payment plan and his payments were intermittent. The retailer said a standard payment plan for this customer would be \$168 per fortnight and, if he paid \$100 and agreed to this plan, then it would raise a reconnection. The customer was happy with this outcome.</p>
Payment plan request denied	<p data-bbox="568 920 1455 1055"><i>When there has been a billing dispute, or when there is a backbill, the offer of a payment arrangement should be automatic. A customer should not have to approach EWON to access a payment plan.</i></p> <p data-bbox="568 1084 1455 1202">The customer had a billing dispute with her retailer after the installation of a new digital meter. This matter was referred back to the retailer for resolution.</p> <p data-bbox="568 1232 1455 1391">The customer returned to EWON. She now accepted that the billing was correct but was unhappy that her request for a payment arrangement had been refused. She indicated that she was in hardship and could not afford to pay the \$899 arrears in one payment.</p> <p data-bbox="568 1420 1455 1538">EWON contacted the retailer who offered a standard payment plan of \$97 per fortnight. The customer preferred to pay \$200 per fortnight in order to pay off the arrears quickly and the retailer accepted this offer.</p>
Payment plan refused	<p data-bbox="568 1576 1455 1711"><i>This customer had demonstrated willingness to pay the arrears and should not have needed to come to EWON in order to re-establish her payment plan.</i></p> <p data-bbox="568 1740 1455 1944">A customer received a disconnection warning notice for her gas account. She thought she had a \$40 per fortnight Centrepay arrangement in place but it had not been established correctly. She set up a Centrepay arrangement of \$50 per fortnight and contacted her retailer to re-enter a payment plan. The retailer refused her request.</p> <p data-bbox="568 1973 1455 2049">EWON contacted the retailer who confirmed there were arrears of \$657. The retailer considered that the customer had failed a payment plan</p>

Case	Customer information / outcome
	<p>because the Centrepay arrangement had not been set up. It agreed to enter the customer into a hardship payment plan of \$50 per fortnight and cancel the disconnection process.</p>

Some customers find it difficult to engage with their retailer and in these cases EWON is able to play an independent role in assisting to establish trusted communication between both parties.

Case Studies: EWON assists both customers and retailers

Case	Customer information / outcome
<p>Upfront payment required and no referral to hardship program</p>	<p><i>Sometimes customers communicate their situation to EWON more clearly than they do to their retailer, perhaps because EWON does not begin the conversation with a request for an unaffordable upfront payment.</i></p> <p>A customer received a disconnection warning for arrears of \$1,498. She contacted the retailer who required payment of \$1,000 to avoid disconnection. The customer said she was currently paying \$30 per fortnight via Centrepay. When she contacted EWON, she also said she had medical equipment that she depended upon.</p> <p>EWON contacted the retailer who agreed to place a hold on the account and undertook to immediately refer the customer to the hardship program. The retailer agreed to send the customer forms to register for life support and to claim the rebate. EWON also provided referrals for financial counselling and EAPA.</p>
<p>Payment plan offer denied</p>	<p><i>EWON was able to assist the customer establish a payment plan which the retailer had originally refused.</i></p> <p>A customer had been disconnected and contacted his retailer to offer \$100 per week payment. The retailer had required \$600 for reconnection.</p> <p>EWON contacted the retailer and established that the arrears were \$1,309 and the usage was \$50 per fortnight. The retailer agreed to reconnect the customer on the basis of a \$100 a week payment and provided a referral to the hardship program. It also waived the reconnection fee but not the disconnection fee. The customer was happy to be reconnected and agreed to this arrangement.</p>

Case	Customer information / outcome
<p>Customer approached EWON without contacting the retailer</p>	<p><i>Normally EWON requires customers to attempt to resolve issues directly with their retailers. Where disconnection is an issue, EWON will work with the retailer immediately to resolve the issue.</i></p> <p>The customer was visited by a field officer who wanted to disconnect her electricity supply. He did not disconnect her and recommended that she contact EWON. She had not spoken to her retailer.</p> <p>EWON contacted the retailer who confirmed the customer was paying \$50 per fortnight through Centrepay, the usage was \$37 per fortnight, the arrears were \$1,409 and the customer was not on a payment plan. The retailer indicated that a standard payment plan was \$93 a fortnight and if the customer could only afford \$50, then she needed to be on the hardship program. The retailer put the disconnection on hold and EWON then contacted the customer and encouraged her to contact the retailer's hardship program and to formalise her payments in a plan, as this would prevent further disconnection.</p>
<p>Customer approached EWON without contacting the retailer</p>	<p><i>Normally EWON requires customers to attempt to resolve issues directly with their retailers. Where disconnection is an issue EWON will work with the retailer immediately to resolve the issue.</i></p> <p>The customer was disconnected and immediately contacted EWON without speaking to her retailer. She told EWON she was making regular payments through Centrepay and did not understand why she had been disconnected.</p> <p>EWON contacted the retailer and confirmed that the arrears were \$314 and that the usage was \$71 per fortnight. The customer had been paying \$40 per fortnight through Centrepay but was not on a formal payment plan. The retailer had sent two letters offering a payment plan prior to the disconnection. EWON arranged a reconnection and, while this was being done, the customer on EWON's advice contacted the retailer's hardship program and independently organised a payment plan of \$82 per fortnight. EWON confirmed with the customer that she could afford this plan and also provided the customer with information about EAPA. The retailer waived \$237 in disconnection and reconnection fees.</p>

The following case studies are about complaints where retailers were, at least initially, unwilling to negotiate sustainable payment plans. A sustainable payment plan is one that both parties can agree to.

Many customers who approach EWON are happy to allow their retailer a second chance to resolve a complaint via EWON's RHL process. EWON records the customer's version of events and does not

seek the retailer’s view of the complaint. The customer is put in touch with the retailer’s dispute resolution team and encouraged to return to EWON if they are not satisfied with the outcome. Often EWON later receives ‘thank you’ messages from those customers advising that agreed payment plans are now in place.

Case Studies: Failed initial negotiations

Case	Customer information / outcome
<p>Sustainable payment plan not discussed</p>	<p>A customer advised EWON that she was on a fortnightly payment of \$217 per fortnight for electricity and \$36 for gas. The customer said that she could no longer afford \$217 per fortnight for electricity and called her retailer to discuss a lower payment arrangement. She estimated that there was around \$2,000 owing on the account. The customer said that she could possibly afford \$100 to \$120 per fortnight but that the retailer was not interested in discussing a new payment plan.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing she could re-contact EWON if necessary.</p>
<p>Sustainable payment plan not discussed</p>	<p>A customer advised EWON that she was on a payment plan with a retailer for an outstanding amount of \$600. The customer has been paying \$100 per fortnight towards the account and could no longer afford to pay that amount. The customer also said that she asked the retailer if she could reduce the repayments to \$50 per fortnight but they declined that arrangement. The customer advised that she could not afford to pay more than the amount indicated. The customer was seeking a suitable payment plan that she could afford.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing she could re-contact EWON if necessary.</p>
<p>Sustainable payment plan not discussed</p>	<p>An advocate contacted EWON from a Family Support Service. The customer had electricity arrears of \$2,203. The service provided \$500 worth of EAPA vouchers. The customer was currently on the retailer’s hardship program however has been requested to increase the repayments from \$70 per fortnight to \$120 per week which was not affordable. The customer had contacted the retailer and was advised if she did not increase the repayments then she would be at risk of disconnection.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing that the customer could re-contact EWON if necessary.</p>

Case	Customer information / outcome
Sustainable payment plan not discussed	<p>The customer advised EWON that in addition to the electricity account she currently had with her retailer, she also had a past account with an amount outstanding. The customer was in difficult financial circumstances as she was experiencing health issues which made it impossible for her to work. As she had a minimal income, she contacted the retailer to arrange a sustainable payment plan for both her current usage and the prior account. The customer was currently paying \$107 for her current account and offered to pay an additional \$50 per fortnight towards the prior account. She said this was the maximum she was able to pay. The retailer advised this was not sufficient and said the customer needed to pay an additional \$70 per fortnight. The customer said she was willing to pay the outstanding balance but was unable to do so at the rate the retailer was requesting.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>
Payment plan cancelled	<p>The customer told EWON that she had arrears of over \$2,600 due to a debt from a previous address. She said she was having trouble paying the debt and was receiving disconnection notices. She could only pay \$50 per fortnight via Centrelink. She had been calling the retailer and had only been advised that the amount needed to be paid and was not offered any other plans for her debt. She had also been told she might be default listed. She had tried to get EAPA vouchers but had experienced delays. She had also spoken to the provider regarding a hardship plan but said they had been unclear and had taken her off a payment plan.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>

Applying the principles of the Sustainable Payment Plans Framework with customers who have closed their accounts and giving those customers a reasonable opportunity to repay what they owe, taking into account what the customer can reasonably afford, is more likely to result in a retailer receiving payments towards this debt.

Case Studies: Customers with closed accounts

Case	Customer information / outcome
Payment plan cancelled	A customer told EWON that she moved into a supply address and attempted to establish an account with her preferred retailer. The

Case	Customer information / outcome
	<p>customer was then advised by another retailer that they had the billing rights and the customer needed to establish an account with them. The customer established an account with that retailer and was billed on a payment arrangement. The customer then switched to her preferred retailer and the payment plan was cancelled. The customer said she then established a new payment plan with the old retailer on the closed account and, after a few payments, the payment plan was again cancelled. This has happened on a number of occasions.</p> <p>The customer was then contacted again by the old retailer and advised that the outstanding amount would soon be sent to a debt collector. The customer was unhappy with the level of customer service she had received.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>
Sustainable payment plan not discussed	<p>A customer advised that she had not received any bills for nine months from her retailer for electricity. As a result, she moved to another provider. She received her final bill from the original retailer for \$3,496. She contacted it and was advised that it required payments of \$68 a week but this was more than she could afford. She felt that the retailer would not agree to an affordable payment arrangement.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>
Sustainable payment plan not discussed	<p>A customer told EWON that, after disputing a high bill with his gas retailer, he transferred to another retailer. He said that he attempted to negotiate a payment arrangement with his old retailer but it required \$400 per fortnight which he could not afford. He asked for assistance in negotiating an affordable payment arrangement.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if necessary.</p>
Payment plan refused	<p>A customer advised EWON that he had received an estimated read which he disputed. He said that the retailer's response was that he should not pay until he received an adjusted bill that would be sent with a letter of explanation. No such letter was received and he decided to change retailer.</p> <p>He received his final bill from the original retailer and called them to request a payment plan as they had advised him to not pay the previous bill. This request was declined, which he considered very poor customer</p>

Case	Customer information / outcome
	<p>service. He was seeking EWON's assistance to establish a payment plan.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if necessary.</p>
Payment plan cancelled	<p>A customer advised EWON that she received what she considered a high final bill from her retailer for \$400. She entered into a payment arrangement for \$25 a week, payable each Friday.</p> <p>The customer noted that instead of being taken on the Friday, the retailer attempted to take the money on a Tuesday and, because there were insufficient funds, the payment was unsuccessful. She then received an email advising that her payment plan had been stopped. The customer contacted EWON to get her original payment plan reinstated.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>
Payment plan refused	<p>A customer told EWON that she had phoned her retailer to request a payment arrangement on a final bill of \$366. She was offered a two-week extension and the retailer also told her that if she wanted further time she should transfer her account back to it. She also said that the retailer advised her to seek EAPA, however the agency she approached advised that EAPA was only available for an open account. The customer approached EWON seeking assistance to establish a payment arrangement.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>

Sometimes billing systems do not allow for the necessary flexibility that the Framework expects. Retailers should have manual means to overcome system inflexibility. Where customers clearly demonstrate willingness to pay, credit recovery action should be reviewed, especially if it is auto-generated by a billing system. Errors in systems occur and retailers should investigate when a customer raises the possibility of a mistake, rather than assume that the customer is 'in the wrong'.

Case studies: Regular payments

Case	Customer information / outcome
Payments placed in wrong account	<p><i>When the customer contacted the retailer, it should have investigated his payments rather than demanding that he pay the arrears in full.</i></p>

Case	Customer information / outcome
	<p>A customer received a disconnection warning notice for his gas supply. He was surprised as he had Centrepay arrangements set up for both his gas and electricity accounts and was in credit for his electricity account. He rang his retailer and was told he would be disconnected if he did not pay the gas bill in full.</p> <p>EWON investigated and the retailer said there were arrears of \$644 on the customer's gas account and no payments had been received. The disconnection was placed on hold. The retailer confirmed there was a credit on his electricity account due to regular Centrepay instalments. EWON recontacted the customer and who said he had been paying \$20 per fortnight for his gas account. The customer contacted Centrelink which confirmed to EWON that the payments were being made. On receipt of this documentary evidence from EWON, the retailer established the payments had been credited to another account, and transferred the balance to the customer's account. This left the customer with a \$442 credit on his gas account.</p>
<p>Disconnection despite regular payments</p>	<p><i>This customer was disconnected despite regularly paying more than the payment plan required. This occurred because the payments were not under a 'formal' plan and were not recognised by the billing system. The retailer told EWON that its system could not recognise higher payments as part of a 'formal' payment plan.</i></p> <p>A customer thought she had a payment plan in place for \$180 per fortnight and had been consistently paying, so was confused when her gas supply was disconnected. She said she had received correspondence from the retailer reducing the payment amount and asking her to contact them but she had ignored these letters.</p> <p>When EWON contacted the retailer they acknowledged that the customer had been consistently paying \$180 but that the plan had been cancelled because the first payment was missed. The retailer confirmed that payment plans were regularly adjusted to reflect consumption and, as its billing system would not allow an ongoing payment plan for a set amount, there would always be adjustments that reflected current consumption. A reconnection was arranged, all fees were waived and the retailer set up a payment plan of \$153 per fortnight.</p> <p>The customer informed EWON that she was dissatisfied with the service from the retailer and was changing retailers but would continue to pay her regular \$180 per fortnight on the final bill.</p>
<p>Disconnection despite regular payments</p>	<p><i>This disconnection occurred because the billing system did not recognise the slightly lower payment as a payment plan. Some human oversight</i></p>

Case	Customer information / outcome
	<p><i>was needed to identify the customer was paying regularly at a rate that clearly covered her arrears.</i></p> <p>The customer was disconnected despite believing she had a payment plan in place and was up to date with her payments.</p> <p>EWON contacted the retailer who indicated that the payment plan had defaulted because there had been a delay when it had increased the plan from \$100 per fortnight to \$132. It also pointed out that the customer was paying \$130 per fortnight instead of \$132 and that this would register as a failed payment. It agreed that her payments were consistent.</p> <p>When the disconnection warning notice was sent the arrears were \$600, however the outstanding balance was only \$235 at the time of disconnection. A new payment plan of \$130 per fortnight was established on the retailer's hardship program and the reconnection fees were waived and a credit of \$55.70 applied to the customer's account leaving a final balance of only \$50. The customer agreed to this, but was annoyed that a difference of only \$2 could end a payment plan.</p>
<p>Early payment cancels payment plan</p>	<p><i>An early payment should not cancel a payment plan.</i></p> <p>The customer contacted EWON and advised she had a payment arrangement with a retailer. She had received correspondence that she had missed a payment and the arrangement had been cancelled. She had made the payment but had done so one day early. The customer contacted the retailer which said that, as the next payment was also a day early, the debt had been referred to a debt collection agency. The customer sent EWON a screenshot form of her billing history which confirmed the payments had been made. She was seeking reinstatement of her payment plan and for the debt to be withdrawn from the debt collection agency.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>

Gas connection delays

Since 1 July 2015, customers who decide to connect to the gas network have had the choice of applying directly to the gas network or through their preferred retailer. EWON receives a steady stream of complaints relating to delayed gas connections.

When a customer applies for a gas connection there can be valid causes for delays, for example, weather conditions or unplanned network outages. Delays often have serious consequences for customers. Expenses can mount up rapidly when a customer cannot move into a new house due to the lack of a gas connection. Where a customer is already living in a house, a lack of hot water and cooking facilities is highly inconvenient especially when there are children in the family. While some delays may be unavoidable, the relevant network and retailers need to get better at providing information to customers about realistic timeframes so that customers can plan accordingly.

Some complaints about delays stem from poor communication between the retailer and the network. Other delays relate to poor processes at the retail end of the tripartite arrangement between customer, network and retailer.

In some cases, it appears that retailers consider their responsibility ends at the point the application is submitted and it has no process to ensure that the network has begun the work.

EWON is becoming increasingly concerned by cases involving unexplained and inordinate delays, especially where communication to customers is particularly poor. In some of the cases below, the customer had approached EWON after multiple contacts with their provider(s). Our approach to these cases is usually to begin an investigation, however in some instances the customer agreed to their case being returned at a higher level to the provider, only for this process to fail and the customer had to return to EWON, even more frustrated. We are speaking to relevant providers about this and, if the provision of timely and complete information is not improved, especially information to EWON, to resolve these matters, complaints will be escalated to the Ombudsman for Binding Decisions.

Case Studies: Breakdown between retailer and network

Case	Customer information / outcome
Poor communication between retailer and network	<p><i>The delay in this case was due to confusion over the address between the retailer and the network. Better communication with the customer would have facilitated the connection.</i></p> <p>A customer had subdivided a property and built a second house. When she applied for a new gas connection, the retailer requested a site plan which she supplied. When the connection was delayed she contacted both the retailer and the network seeking an explanation. They each blamed the other for the delay. The customer could not understand the delay as the first house had a gas connection. The customer pointed out that the new house had been built in less time than the waiting time for the gas connection. She needed the gas connection in order to sell the new house and each day of delay was costing her money. The customer also complained that the retailer did not return her many calls and its</p>

	<p>staff were unreasonable. With the customer's agreement, this complaint was referred back to the retailer at a higher level for resolution. The customer then returned to EWON dissatisfied with the outcome offered by the retailer and considered that the staff she spoke to were unreasonable.</p> <p>When EWON investigated the case, the retailer indicated that it was waiting for the customer to pay the quote invoice, however it was established that the quote was only sent to the customer after the RHL had been raised by EWON. The investigation established it became clear there had been confusion between the retailer and the network over the actual address, as the site was a corner block.</p> <p>The work order was completed four months after the initial application, however there was going to be a further delay of up to eight weeks before the installation took place. The retailer provided a credit of \$100 for the inconvenience caused by the delay. The customer felt this was an inadequate response given the delay she had experienced but accepted the further delay and thanked EWON for the assistance provided in breaking the deadlock.</p>
<p>Network not adequately communicating to retailer and therefore to customer</p>	<p><i>Despite the fact this delay was due to a network backlog and poor communication by the network, the customer was frustrated by the retailer's lack of response and its apparent lack of concern about the delay.</i></p> <p>A customer lodged a request with her retailer for a new gas connection in January 2017. In early February, the customer contacted the retailer seeking information about a completion date. The retailer said the service order had been raised and it would ring her back with a date. It did not call her back. She contacted the retailer three more times and each time staff promised to contact the network and get back to her. The customer approached EWON unhappy with the delays and the retailer's inaction.</p> <p>When EWON investigated, the retailer said the delay was the network's responsibility. The network told EWON that it was waiting for information from the construction manager, so EWON contacted the customer and requested her to check with her builder, who confirmed he had not received any information request. EWON recontacted the network and it clarified that the information request was not to the customer but to the network's construction manager. EWON then made a number of further requests for information about a start date but the network did not respond. This continued unresolved into early May. The</p>

Case	Customer information / outcome
	customer shared EWON's frustration and then contacted her local Member of Parliament (MP). Within one day of EWON informing the network of the MP's involvement, the gas connection was completed.
Retailer and network providing different explanations for delay	<p><i>The customer was receiving different information from the retailer and the network. This should not happen as both parties have access to the same information.</i></p> <p>A customer applied to his retailer for a standard gas connection in February 2017 and recontacted them to confirm the application in early March. The retailer told him it had not processed his application but that it would be done immediately. By early April the customer had still not received a quote and in mid-May his retailer told him the application had been completed and the connection would be completed within 30 days. Nothing happened. When the customer rang the network again he was told the retailer had not completed the application in full.</p> <p>EWON began to investigate and sought further information from both the retailer and the network. The meter was installed the day after the EWON information request and the case was closed.</p>
Network refusing to talk to customer	<p><i>If the network had provided information to this customer, he may have been able to get a better response from his retailer.</i></p> <p>A customer applied for a new gas connection through his retailer in November 2016. After a delay, he was informed that he needed to supply information from a licenced plumber which he provided in early February 2017.</p> <p>After waiting for more than a month he again contacted his retailer and was told that the network had not responded to the connection request. He tried contacting the network but was told that any requests for information had to go through the retailer. He approached EWON in early May 2017 seeking a timeframe for the installation and an explanation for the delay.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if necessary.</p>

When a customer rings a retailer to enquire about a delay in a gas connection, the retailer should check the original application, contact the network for an update and communicate the result back to the customer.

Case	Customer information / outcome
<p>Failure of process</p>	<p><i>It appears that the customer's original application was not processed and, when the application was made, it was not done correctly. This resulted in a five-month delay before the work was commissioned, and seven months before completion.</i></p> <p>A customer lodged an application to have gas connected to the supply address in mid-October 2016. The customer was advised the connection would take up to four weeks. The customer contacted his retailer in early January 2017 as neither he nor his plumber had been contacted about the connection. The customer was advised by the retailer that the application had been cancelled; the customer was not offered an explanation.</p> <p>The customer then requested a connection again and was again advised this would take up to four weeks to be completed. The customer contacted the retailer in early February 2017 and was told the application had been cancelled again as the application had been filled out incorrectly and the customer needed to advise who owned the road his property was on. The customer lodged another application and was told this would take a further 20 days. The gas supply had still not been connected so the customer approached EWON.</p> <p>EWON reviewed the records and identified that the retailer did not raise an order until late December 2016. The network cancelled the request in early February 2017 as the property was on a main road. A new application was processed and the network commissioned the work at the end of March 2017. EWON was able to inform the customer that work would begin in mid-April and would be completed in early May 2017.</p>
<p>Lack of communication</p>	<p><i>While the cause of the delay was not identified in this case, the lack of communication over six months left this customer very unhappy with the level of customer service from the retailer.</i></p> <p>A customer applied to her retailer for a new gas connection in mid-September 2016 and was told that it would take ten weeks. The customer contacted her retailer again after that time and was told that her request would be expedited.</p> <p>After no further contact the customer again contacted the retailer at the end of January 2017 and was told that she would be contacted in a few days. Again she had no contact so rang again in mid-February and said she would go to EWON. She was then contacted and promised that the gas would be connected by close of business on 24 February 2017.</p>

Case	Customer information / outcome
	<p>By late March the gas was still not connected and the customer was not happy with the retailer's lack of response to her requests, so she approached EWON.</p> <p>When EWON sought the network's record to establish what had occurred, it showed the installation had been scheduled for mid-February but provided no reason why this had not occurred. Before further investigation, the customer informed EWON that the installation had begun. The connection was finally completed on the last day of March, six and a half months after the application was made. The retailer waived all costs associated with the installation and provided the customer with a \$100 goodwill gesture in recognition of the inconvenience the customer experienced.</p>
<p>Errors and communication breakdown</p>	<p><i>Twelve months for a gas connection is far too long. The lack of follow up by the retailer and confusion between the retailer and the network resulted in this significant delay.</i></p> <p>A customer applied to her retailer for a new gas connection in March 2016. She had numerous contacts with her retailer but received no answers or information regarding an installation date. In mid-February, the customer approached EWON as there was still no gas connection and the retailer could not give her any information regarding the delay or when the gas would be connected.</p> <p>An EWON investigation found that the wrong address had been entered for one application and that, when a correct application was made, the customer needed to do some plumbing work before a connection could occur. There was further confusion between the retailer and the network about who should have informed the customer about this requirement. The customer's plumbing work and paperwork were completed in early March 2017. The work was then completed in April 2017, over 12 months after the initial request.</p>
<p>Retailer error</p>	<p><i>The retailer's error resulted in costs and a significant delay. The lack of communication and urgency by the retailer, once the error was identified, compounded the original fault.</i></p> <p>A customer was living in one property while renovating another. She requested a new gas connection for the renovated property via her retailer. The retailer raised the request and confirmed the connection had been scheduled. The network attended the property and advised there was an existing gas connection, however the customer's plumber advised that no such connection existed. At the end of April 2017, it was identified the retailer had incorrectly recorded the customer's street</p>

Case	Customer information / outcome
	<p>number, so a new service order was raised. The customer was told that this would take another three months. The retailer also advised that the matter was out of its hands and she should use bottled gas in the meantime.</p> <p>EWON began an investigation in early May 2017. The network confirmed that the connection was a non-standard connection and so there was an extended timeframe and cost of \$819. EWON contacted the network to see if the connection could be expedited and it was scheduled for 7 June. The customer went to the property on that date and network technicians told her that the connection could not be completed due to rain. The customer advised EWON that the contractors were extremely rude to her and EWON provided feedback to the network in relation to their contractors. The gas was finally connected on 10 June.</p> <p>In recognition of the problems caused, the retailer reimbursed the customer \$4,886 for the loss of income from the rental property. The retailer also paid for the non-standard connection cost of \$819 in acknowledgment that its poor customer service had contributed to the delay in the gas connection.</p>

One of the biggest concerns for customers is the inability of retailers to provide information about completion dates once a delay is encountered. This is compounded by initial information about timeframes which, when there is a known backlog, is misleading and gives customers inaccurate expectations. The frustration customers experience is increased when there is no communication or explanation after an initial request for a completion date.

Case	Customer information / outcome
Retailer not providing timeframe	<p>A customer applied for a new gas connection in March 2017. She was advised the connection would take six weeks. She was then advised that there would be a delay of six months and that the retailer did not know when the gas installation would be completed due to backlogs. The retailer did not provide any further explanation. She was frustrated as she could not move into her home without a gas connection.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary.</p>
Retailer process failing	<p>A customer was rebuilding her home. She requested the gas be disconnected, and the meter was removed in October 2015. Her retailer</p>

Case	Customer information / outcome
	<p>continued to send her estimated bills. She contacted the retailer and was told to ignore the bills. She then received a disconnection warning and a threat of credit action. She completed her new house and requested a new gas connection in December 2016. This application was accepted and a month later she was contacted with a request for a site plan, which she provided. A further month went by and again she was contacted by the retailer requesting a site plan. She contacted the network which advised the retailer had not provided the site plan. She again contacted the retailer who told her that the delay was due to the Queensland floods. She contacted EWON in May 2017, as she was unable to move into her house until the gas was connected. She sought to have both issues – credit matters and connection – addressed.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing she could re-contact EWON if necessary.</p>
Unrealistic timeframe and no communication	<p>A customer signed up with his retailer for a new gas connection in February 2017. He was advised it would take 40 business days for the installation. He wanted to rent out the property but could not do so until gas had been installed. He was subsequently advised by the retailer that it did not have any updates and could not give him a timeframe on the installation. He contacted EWON as he was losing money and did not know when the installation would happen.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing he could re-contact EWON if necessary.</p>
No communication	<p>A customer applied for a new gas connection. When she applied, she was advised that the gas would be connected 40 days from the application. After a delay, she contacted the retailer many times and was unable to obtain a date by which she would be connected, as the network had a backlog. She approached EWON in frustration as she could not move in to the house without a gas connection.</p> <p>The matter was referred to the retailer at a higher level with the customer’s agreement, knowing she could re-contact EWON if necessary.</p>
Unrealistic timeframe and no communication	<p>A customer had built a duplex. She signed up with her retailer for a gas connection in February 2017 and was told that it would take six weeks. She had been waiting for over 10 weeks and tenants were due to move in with no gas connection. She had spoken to the retailer who did not give her any other information. She had tried to call the network but had been advised that she had to speak to the retailer. At the end of May the</p>

Case	Customer information / outcome
	<p>customer, in frustration at the lack of information, approached EWON.</p> <p>The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if necessary</p>

Water Complaints

Water complaints received this quarter (195) decreased by 11.4% (25 complaints) compared to the corresponding period (220) in 2016.

Water complaints about high bills decreased slightly from the same period last year, as can be seen in Table 4 below. Complaints about customer service increased again when compared to 12 months ago, which continues an upward trend for each quarter this financial year. The proportion of general enquiries continues to feature in the top five issues for this quarter.

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

Table 4 – Water Top 5 issues Apr-Jun 2017 compared with corresponding quarter 2016

Primary Issue	Secondary Issue	Tertiary Issue	Apr 17 – Jun 17	Apr 16 – Jun 16	Increase or decrease	% change
Billing	High	Disputed	66	67	-1	-1.5%
Customer service	Failure to respond		28	16	12	75.0%
Customer service	Poor service		27	15	12	80.0%
General	Energy / Water		21	16	5	31.3%
Customer service	Incorrect advice / information		19	8	11	137.5%

Table 5 – Case breakdown – water

Complaint type	Number of complaints	% Total water complaints
General Enquiry	4	2.1%
Complaint enquiry	110	56.4%
Refer to Higher Level	58	29.7%
Investigated	23	11.8%
Total	195	100%

Case Studies: Water complaints

Case	Customer information / outcome
Tenant seeking payment assistance for usage charges at an EWON outreach event	<p><i>Community outreach events, such as ‘Bring your bills’ days, provide a valuable opportunity to reach customers in need. If energy and water providers also attend these events, we often find that vulnerable customers can be provided with quick and practical outcomes.</i></p> <p>A customer approached EWON at a ‘Bring your bills day’ event. The customer had recently received a \$148 water bill for usage charges from</p>

Case	Customer information / outcome
	<p>the provider. The customer was experiencing financial hardship and was looking for help paying the amount owing.</p> <p>The water provider initially advised EWON that its bill had already been paid by the customer's real estate agent. It further advised that another bill had been issued subsequently and was soon due, but that a payment plan could not be offered as there was nothing outstanding on the presented bill. The water provider also advised that a payment plan could not be offered for usage charges only.</p> <p>However, the water provider's staff, who were also attending the outreach event, were able to help the customer by setting up a payment plan. EWON also provided the customer with information on the provider's Payment Assistance Scheme.</p>
<p>A customer reluctant to engage with their provider over a water debt</p>	<p><i>Providers have payment assistance programs available to customers experiencing financial hardship – if the customer is willing to engage with the provider.</i></p> <p>A customer contacted EWON as the water supply to their home had been restricted for six days due to an amount owing of \$967.</p> <p>The provider advised EWON that up to \$606 of the amount owing was over 90 days overdue. The provider noted that it would require a minimum payment of \$300 before the water restriction at the property could be lifted. The provider had sent several notices to the customer and warnings via telephone. It said that the customer had not attempted to contact their provider about the money owing.</p> <p>The customer subsequently disclosed to EWON that they were experiencing difficulty paying their water bills and that they could only afford a payment plan of \$50 a fortnight.</p> <p>EWON contacted the provider again to discuss a payment plan for the customer. The provider advised that a referral could be made to its payment assistance team, and that the customer could have made contact earlier to explain they were having difficulties.</p> <p>The customer was referred to the provider's payment assistance team and an agreement was made to lift the water restriction. The provider accepted a payment plan of \$50 a fortnight, and waived \$300 from the arrears after it was identified that the customer was eligible for concessions.</p>

Ongoing access issues outside the customer's control

It should not take an extended period of time for a provider to respond to a customer's complaint about an unusually high bill if the provider had previously attended the property to resolve a leak that was beyond the customer's control.

A customer contacted EWON after he received a water bill for more than \$5,200, which was much higher than his average bills of around \$200. He said that he would have difficulty paying that amount.

The water meter for the customer's farm was located between two large state owned water pipelines flowing from a major dam. The customer had no access to the meter as it was located next to the pipeline behind a high security fence.

About five months before the bill was issued, the customer noticed there was water gushing out of one of the water pipelines just near his water meter. The customer called the faults and leaks number on his water bill and was told that he could receive heavy penalties for entering the secure area. Four to five days later the provider attended the property to fix the leak.

The customer complained to his provider about the bill and the issue remained unresolved for some time. He eventually received a water restriction warning notice from the provider, despite having made a complaint about the issue.

EWON contacted the water provider which agreed to review the bill and also to speak to the customer about resolving the ongoing access issue. The complaint was resolved after the provider adjusted the billing with a credit of \$4,297, and provided the customer with a contact number to use in the event of a future leak. The provider is also considering an ongoing solution to future leaks and access to meters for all 65 customers identified as having water meters within the secure pipeline area.

Dispute over supply charges for a vacant, unmetered property

The customer raised a similar dispute with EWON and the water provider in 2001, but neither organisation had records of the outcome. The provider took a fresh look at the issue and resolved a long-running dispute.

The customer contacted EWON about an ongoing complaint concerning the supply charges owing for his property. The property had been vacant and unused for decades, and there were no basins or taps, or access to water.

Historically, the customer had been paying the water provider about \$50 per quarter as an unmetered site, without usage charges. However, the customer ceased making payments after the water supply charges increased to more than \$250 per quarter.

The customer made a complaint to the water provider, but the matter remained unresolved. At the time the customer contacted EWON, the unpaid water supply charges exceeded \$9,000.

EWON contacted the provider and confirmed that, since July 2001, the customer been charged for an unmetered non-residential water service which included a deemed amount for usage. The provider advised these charges were regulated, and that a deemed usage charge could have been avoided by the customer installing a meter at the property.

The provider offered to resolve the complaint by waiving the wastewater charges for 12 months; this would offset the cost for the customer to arrange a plumber to make the property ready for the provider to install a new water meter at its own cost. The provider also offered to waive the deemed water charges from 1 July 2001 to 31 March 2017 totalling \$4,108, and \$2,035 of accumulated interest charges. The provider also offered to establish a payment plan for the remaining \$3,781. The customer accepted this outcome and agreed to pay the remaining balance.

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, General Manager Investigations, General Manager Governance, Awareness and Policy, Manager Governance, Manager Policy and Research, Investigations Managers, Stakeholder Relations Officers</i>
Member Forum	<i>Ombudsman, General Manager Investigations, General Manager Governance, Awareness and Policy, Manager Governance, Manager Policy and Research, Investigations Managers, Stakeholder Relations Officers</i>
AGL	<i>Investigations Manager, Investigations Officers</i>
EnergyAustralia	<i>General Manager Investigations</i>
EnergyAustralia Board Dinner with the Regulators	<i>Ombudsman</i>
Alinta Energy	<i>Ombudsman</i>
Ausgrid Consultative Committee	<i>Ombudsman and Manager Policy and Research</i>
Ausgrid	<i>Senior Policy Officer</i>
Essential Energy	<i>Manager Policy and Research and Senior Policy Officer</i>
Community	
<i>Forums</i>	
Belmont Seniors Forum	<i>Community Engagement Officer</i>
NSW Fair Trading Community Worker Forum – Lake Macquarie	<i>Community Engagement Officer</i>
<i>Presentations</i>	
Good Service Mob	<i>Aboriginal Community Engagement Officer</i>
Kooly Outreach	<i>Aboriginal Community Engagement Officer</i>
Seniors Tamil Group – Mt Druitt	<i>Community Engagement Officer</i>
Lower Northshore Multicultural Group	<i>Community Engagement Officer</i>

Navitas English College – Parramatta	<i>Community Engagement Officer</i>
Probus – Rockdale, Ryde, and Penrith	<i>Community Engagement Officer</i>
Macedonian Welfare Association of NSW Women’s Group	<i>Community Engagement Officer</i>
Cumberland Council Seniors Group	<i>Community Engagement Officer</i>
Granny Smith Seniors Group	<i>Community Engagement Officer</i>
Toongabbie Community Centre	<i>Community Engagement Officer</i>
<i>EWON stalls</i>	
Bring Your Bills Day with Origin Energy – Dareton, Menindee and Wilcannia	<i>Ombudsman, Aboriginal Community Engagement Officer and Investigations Officer</i>
Bring Your Bills Day and EnergyAustralia Debt Waiver Project – Parramatta	<i>Aboriginal Community Engagement Officer</i>
Tenant Support and Education Program (TSEP) Workshop – Bourke, Coonamble and Walgett Shire	<i>Aboriginal Community Engagement Officer and Investigations Officer</i>
Bring Your Bills Day – Sydney West Multicultural Centre	<i>Community Engagement Officer, Investigations Officers</i>
Bring Your Bills Day – Albury, Mt Druitt, Campsie, Hornsby and Fairfield	<i>Investigations Officers</i>
You're Kidding me Expo – Glendale	<i>Investigations Officers</i>
Kogarah Storehouse Community Expo	<i>Investigations Officers</i>
Royal Agricultural Show	<i>Aboriginal Community Engagement Officer and Investigations Officers</i>
Law Week Expo – Brewarrina and Bourke; Wollongong and Liverpool	<i>Aboriginal Community Engagement Officer and Community Engagement Officer</i>
Streetbeat Festival – Blacktown	<i>Investigations Officers</i>
Money Matters Indigenous Debt Prevention Day – Liverpool	<i>Aboriginal Community Engagement Officer</i>
Apollo House Dubbo Housing Estate	<i>Aboriginal Community Engagement Officer</i>
Family Fun Day	<i>Aboriginal Community Engagement Officer</i>

Fines, Bills & Money Worries – Blacktown	<i>Aboriginal Community Engagement Officer</i>
One Stop Shop East Gardens	<i>Investigations Officers</i>
Fairfield High School Refugee Expo	<i>Investigations Officers</i>
Homeless Connect – Campbelltown and Sydney CBD	<i>Investigations Officers</i>
Meetings	
Rural Financial Councillors	<i>Aboriginal Community Engagement Officer</i>
FCAN Journal Launch	<i>Community Engagement Officer</i>
Mudgin-Gal Aboriginal Womens Centre	<i>Aboriginal Community Engagement Officer</i>
Public Interest Advocacy Group	<i>Aboriginal Community Engagement Officer and Community Engagement Officer</i>
Lifestart – NDIS – Ability Linkers Network	<i>Aboriginal Community Engagement Officer</i>
Mana-nula Ngarra Interagency	<i>Aboriginal Community Engagement Officer</i>
Redfern Community Centre	<i>Aboriginal Community Engagement Officer</i>
Blacktown Combined Interagency	<i>Community Engagement Officer</i>
Telecommunications Industry Ombudsman	<i>Community Engagement Officer</i>
North Sydney Council Sustainability Team	<i>Community Engagement Officer, EWON Senior Policy Officer</i>
JOIN Group, hosted by NSW Ombudsman	<i>Community Engagement Officer</i>
Government and Other Stakeholders	
Meetings	
Energy Retailers Roundtable	<i>Ombudsman and Manager Policy and Research</i>
ANZOA	<i>Ombudsman and General Manager Governance, Awareness and Policy</i>
ANZEWON	<i>Ombudsman and Manager Governance</i>
Financial Counsellors Association	<i>Ombudsman</i>

NSW Small Business Commissioner	<i>Ombudsman and General Manager Governance, Awareness and Policy</i>
NSW Planning & Environment – Energy & Resources	<i>Manager Policy and Research and Senior Policy Officer</i>
IPART	<i>Ombudsman and Manager Policy and Research</i>