



Energy & Water
Ombudsman NSW
Free, fair and independent

Quarterly Activity Report

Complaints, Case Studies and Community

1/7/2017 to 30/09/2017



**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

Contents

- INTRODUCTION 2
- COMPLAINT ACTIVITY JULY – SEPTEMBER 2017 4
 - OVERVIEW..... 4
 - Table 1 – Files opened July - September 2017, including previous quarters 5
 - CUSTOMER COMPLAINT ISSUES..... 5
 - Table 2 – Top 10 issues July - September 2017, including previous quarters 6
 - ENERGY..... 6
 - Table 3 – Case breakdown – energy 6
- ENERGY ISSUES..... 7
 - BILLING 7
 - MARKETING..... 10
 - Poor marketing behaviour 10
 - Misleading marketing 10
 - Phone marketing issues 12
 - Contract Renewal..... 13
 - DIGITAL METERS 15
 - Lengthy delays for meter installation 15
 - Faulty installation..... 17
 - Inverter damage 17
 - Controlled load and hot water systems..... 19
 - Billing problems including estimated bills 20
 - Other issues 21
- EXEMPT ENTITIES 24
- WATER COMPLAINTS 26
 - Table 4 – Water Top 6 issues Jul-Sep 2017, including previous quarters..... 26
 - Table 5 – Case breakdown – water..... 26
- STAKEHOLDER ENGAGEMENT 30
 - MEMBERS 30
 - GOVERNMENT AND OTHER STAKEHOLDERS..... 30
 - OUTREACH EVENTS FOR JULY 2017 31
 - OUTREACH EVENTS FOR AUGUST 2017..... 32
 - OUTREACH EVENTS FOR SEPTEMBER 2017 33

Introduction

Welcome to the EWON Quarterly Report for the period 1/7/2017 to 30/09/2017.

A challenging energy environment

During the quarter we received over 7,000 complaints. Significantly, this is the fifth quarter in a row where complaints received by EWON have increased, up 28.4% compared to the same period last year. At the date of this report, the 2017/2018 forecast stands at 29,000, 11.5% 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, which have seen a 31.2% increase over that time. There has been no single issue causing this increase; many of the top ten issues we regularly see have increased. Given the political, media and regulatory spotlight on energy and retail pricing / affordability, this is not surprising.

Building consumer confidence

The increase could be viewed as reflecting negatively on energy retailers and the effectiveness of their internal dispute resolution processes. However, while we are still undertaking a detailed analysis of complaint drivers, early indicators indicate that we are in fact responding to customers who are reaching out to EWON for the first time – customers who in the past may have been difficult to engage. We understand that this is also reflected in increased contacts to energy retailers' contact centres.

In this light, the current environment provides us all with the opportunity of increased engagement with disengaged or vulnerable customers and, most importantly, the opportunity to build consumer confidence. In responding to a significant number of media requests after the 2016/2017 Annual Report was recently released, it was this perspective we promoted.

A further initiative aimed at increasing consumer confidence is member promotion of their Internal Dispute Resolution processes and their membership of Ombudsman schemes. Recognising that providers may be members of more than one scheme, at the start of October 2017 we joined with our fellow Ombudsman schemes at EWOQ, EWOV and EWOSA in sending a joint letter to all scheme members reminding them of the importance of making customers aware of the energy and water Ombudsman in the state/s in which they operate. We have asked all members to:

- Review the information you currently provide to customers about the scheme/s you are members of
- Ensure the information complies with regulator requirements and member obligations
- Provide us with:
 - the name of the person responsible for ensuring that your organisation proactively promotes the Ombudsman
 - documents that demonstrate the information available
 - a copy of your complaint policy
 - screen shot or links to your website
- Provide us with details of the action that you will be taking to remedy any deficiencies, if they exist, and the timeframe in which they will be addressed.

Themes of this report

This report focuses on three issues that are ongoing and capable of causing significant distress to affected customers.

High bills

Historically, concerns about high bills have always been a large proportion of complaints to EWON. Whether it is customers querying a seemingly high bill, a high bill resulting from an estimation, a delayed bill or an increase in consumption which the customer simply cannot afford, these complaints are often highly distressing to customers. How providers respond to these complaints is critical, as an inadequate response can cause further customer detriment.

Marketing

The second issue concerns a worrying rising trend in marketing complaints. At a time when consumer confidence in the energy industry is at a low point and when the industry is sitting in the public spotlight, an increase in what customers report to EWON as being aggressive, misleading or deceptive marketing is particularly unfortunate. I suggest the case studies be reviewed and action promptly taken, particularly where outsourced marketers are engaged.

Digital meters

The start of the general retailer led rollout of digital meters on 1 December 2017 provides a good opportunity to examine the complaints EWON has received since the start of the digital meter rollout in July 2016 for solar bonus scheme customers. Many of the issues that customers have raised with EWON will be applicable for the wider rollout and we re-visit this topic in the hope of reducing future complaints.

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 July – September 2017

Overview

Complaints received by EWON this quarter increased by 28.4% in comparison to the same period last year (7,108 compared to 5,534). Given the current media and political focus on energy pricing and affordability, this is unsurprising. As we are hearing from many customers who have not sought our service in the past, it is positive that those customers are reaching out for assistance with billing and affordability concerns.

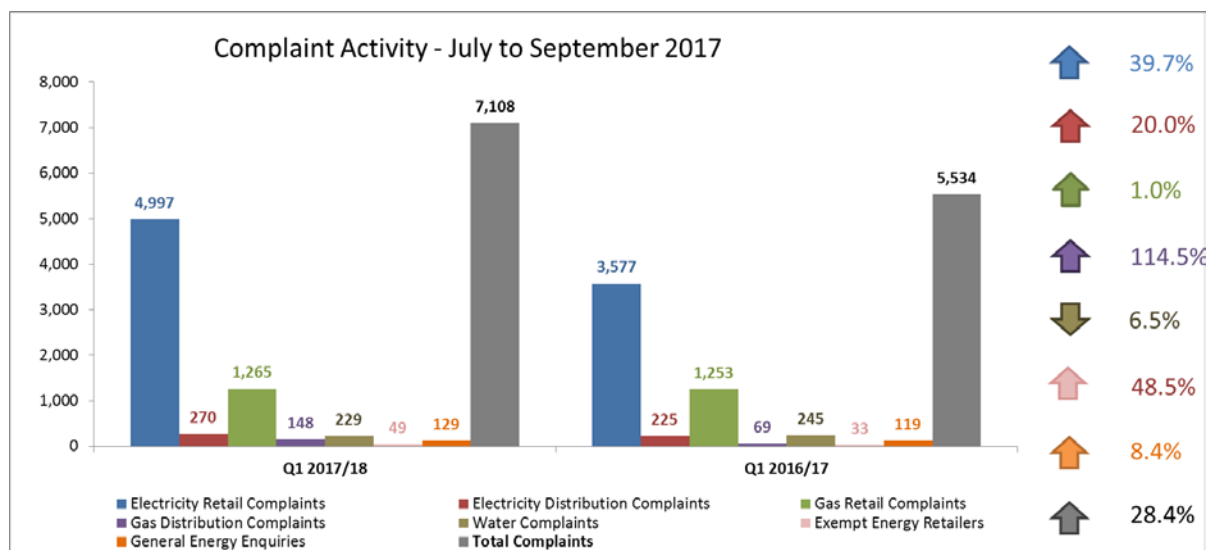
Electricity: Electricity retail complaints increased by 39.7%, with 4,997 cases opened in the quarter, up from 3,577 in Q1 2016/2017. Overall electricity complaints increased by 38.0%, 5,434 this quarter compared to 3,938 in 2016. Distribution complaints rose by 20%, with 270 cases opened, up from 225.

Gas: The number of gas retail complaints received this quarter only increased by 1.0% (1,265) in comparison to the corresponding period in 2016 (1,253). However, the number of gas distribution complaints (148) rose by 114.5% in comparison to the equivalent period last year (69). Overall gas complaints increased by 6.4%, 1,424 this quarter compared to 1,338 in 2016.

Exempt entities: EWON received 50 complaints from customers of exempt entities this quarter, a 43% increase compared to the same quarter in 2016. Most of these were electricity related (46). There were 20 complaints from customers in residential parks. One business customer complained about an embedded network and 29 complaints were from customers in apartment complexes.

Apartment building customers complained to us about the calculation of supply charges, the level of energy consumption rates and general enquiries about consumer rights. Many of these customers complained about the billing by the agents of the exempt retailer. These customers clearly saw the agents as their retailer and it was difficult to explain that the actual retailer was the exemption holder, not the billing agent. In our recent submission to the AEMC’s Review of regulatory arrangements for embedded networks, we highlighted this issue¹.

Water: The number of water complaints received this quarter (229) decreased by 6.5% compared to the corresponding period in 2016 (245). High bills were the largest source of water complaints.



¹ <http://www.aemc.gov.au/getattachment/db0097e-838c-4d38-80b6-b89181d7ff7c/Energy-and-Water-Ombudsman-NSW.aspx>

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

Table 1 – Files opened July - September 2017, including previous quarters

Case Subject	Provider Type	July 17 – Sep 17	April 17 – June 17	Jan 17 – March 17	Oct 16 - Dec 16	July 16 – Sep 16
Electricity	Distributor	270	251	273	210	225
Electricity	Exempt retailer	46	43	29	22	30
Electricity	General enquiry	121	130	148	129	106
Electricity	Retailer	4,997	4,537	3,915	3,739	3,577
Electricity Total		5,434	4,961	4,365	4,100	3,938
Gas	Distributor	148	134	78	103	69
Gas	Exempt retailer	3	2	1	3	3
Gas	General enquiry	8	10	4	7	13
Gas	Retailer	1,265	1,212	1,261	1,233	1,253
Gas Total		1,424	1,358	1,344	1,346	1,338
Non energy/ Non water	General enquiry	21	28	7	11	13
Non energy/ Non-water Total		21	28	7	11	13
Water	Distributor	54	52	63	43	69
Water	Exempt retailer	1	1	1	2	2
Water	General enquiry	11	11	12	6	17
Water	Retailer	163	130	111	120	157
Water Total		229	194	187	171	245
Grand Total		7,108	6,541	5,903	5,628	5,534

Customer Complaint Issues

High bill complaints this quarter increased by 497 when compared to the number of complaints in the equivalent quarter in 2016. This was a 35% increase. The 1,915 complaints were 13.1% of all issues raised this quarter. Complaints about payment difficulties increased by 32.9% from 429 in 2016, up to 594 this quarter.

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

- Customer service / poor service up 55.5% (1,612 from 1,037), and 11.0% of all issues identified.
- Customer service / failure to respond up 34.5% (1,108 from 824), and 7.6% of all issues identified.
- Customer service / incorrect advice or information was also up 34.5% (320 from 292), and 4.3% of all issues identified.
- Customer service / failure to consult / inform up 9.6% (628 from 467), and 2.2% of all issues identified.

Complaints about estimated bills fell slightly this quarter to 581 from 592 in the same period in 2016.

This quarter saw digital meter exchange issues drop from the top ten issues, which is not surprising given the elapsed time since the closure of the solar bonus scheme. The total number of issues related to digital meters fell from 1,597 last quarter, to 744 this quarter. Complaints about delays in installation were identified by 222 customers this quarter compared to 489 in the previous quarter.

Table 2 – Top 10 issues July - September 2017, including previous quarters

Primary Issue	Secondary Issue	Tertiary Issue	July 17 – Sep 17	April 17 – June 17	Jan 17 – Mar 17	Oct 16 - Dec 16	July 16 – Sep 16
Billing	High	Disputed	1,915 (13.1%)	1,501 (10.9%)	1,562 (12.4%)	1,726 (14.1%)	1,418 (12.7%)
Customer service	Poor service		1,612 (11.0%)	1,338 (9.7%)	1,358 (10.8%)	1,538 (12.5%)	1,037 (9.3%)
Customer service	Failure to respond		1,108 (7.6%)	1,031 (7.5%)	990 (7.9%)	986 (8.0%)	824 (7.4%)
Customer service	Incorrect advice/information		628 (4.3%)	562 (4.1%)	502 (4.0%)	504 (4.1%)	467 (4.2%)
Credit	Payment difficulties	Current/arrears	594 (4.1%)	492 (3.6%)	389 (3.1%)	429 (3.5%)	447 (4.0%)
Billing	Estimation	Meter access / not read	581 (4.0%)	557 (4.1%)	606 (4.8%)	539 (4.4%)	592 (5.3%)
Billing	Opening/closing account		550 (3.8%)	544 (4.0%)	483 (3.9%)	479 (3.9%)	602 (5.4%)
Customer service	Failure to consult / inform		320 (2.2%)	289 (2.1%)	276 (2.2%)	367 (3.0%)	292 (2.6%)
Billing	Error	Other	308 (2.1%)	285 (2.1%)	299 (2.4%)	261 (2.1%)	250 (2.2%)
Credit	collection	Debt collector	289 (2.0%)	227 (1.5%)	183 (1.5%)	216 (1.8%)	277 (2.5%)
Total Number of Issues Per Quarter			14,630	13,755	12,588	12,269	11,166

Energy

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

Table 3 – Case breakdown – energy

Complaint type	Number of complaints	% Total energy complaints
General Enquiry	30	0.4%
Complaint enquiry	2,317	33.7%
Refer to Higher Level	2,982	43.3%
Investigated	1,550	22.6%
Total	6,879	100%

Energy Issues

Billing

Customers complaining about high bills are EWON's most common complaint. In many instances, EWON finds that the cause of the complaint is that the reason for the high bill has not been adequately explained to the customer. It also appears that in some instances retailers respond to high bill complaints with an unhelpful "the bill is correct and you must pay it."

In June 2017 the Australian Energy Regulator (AER) issued a Compliance Check on billing complaints and incorrect charges. In this doing this, the AER noted that Rule 29 of the National Energy Retail Rules requires retailers to review a bill if requested to do so by customers, and the customer must be informed of the outcome of the review. It noted that such a review should be conducted in accordance with the standard dispute resolution process, including a requirement to ensure the customer is aware they can lodge a complaint with the energy Ombudsman if they are not satisfied with the outcome of the review.

The AER also identified elements of good practice, which include undertaking reasonable efforts to investigate all the relevant circumstances in a customer's dispute. It also strongly suggested that customer's complaints must be responded to within the required timeframes of the retailer's dispute resolution procedures.

Billing for the wrong meter

If the retailer had investigated the customer's concerns in the first instance it would not have had to waive \$10,351 and the customer would not have had the expenses and the stress of trying to reduce her consumption.

The customer advised EWON that she had moved into the supply address in January 2015 and established an electricity account with a retailer. She disputed her electricity bills as they seemed very high.

The retailer told her that she was being billed for the correct meter and declined her request to have someone verify that. The customer found the high bills very stressful and tried everything possible to reduce consumption. She said she employed an electrician to test her appliances and also installed air conditioning to replace the heaters as she was concerned they must be faulty due to such high bills.

On 1 May 2017 a new neighbour advised her that the NMIs had been switched and that the NMI for her property was with a different retailer. She contacted her retailer again and it established an account for her correct NMI, and advised that it would refund her the amount she had paid on the incorrect NMI. She came to EWON because, despite numerous calls, the retailer had not provided the refund.

This matter was referred to a higher level at the retailer for resolution. The customer recontacted EWON after three days to say that the retailer had not contacted her and that she did not want to deal with it anymore.

EWON contacted the retailer and confirmed that that the retailer would not bill the customer for her previous consumption on the now corrected NMI and that it intended to refund the customer \$10,351 that it had billed her on the incorrect meter.

Not providing the customer with complete information

Telling the customer that the bill was correct and therefore payable is not an adequate explanation of the outcome of an investigation into a high bill complaint.

A customer advised he had received a higher than expected electricity bill for \$2,300. He considered that the meter readings and usage were not reflective of his consumption. He contacted his retailer who did not give him a clear explanation about billing variations and advised that the bill was correct and payable. This matter was referred to the retailer at a higher level for resolution. The customer returned to EWON and advised that he had been contacted by the retailer who told him that the billing has been reviewed and found to be correct. He disagreed as the bill was higher than both the previous and the subsequent bills.

EWON reviewed the customer's billing and identified that the disputed bill was a catch up bill following an estimate but that this information had not been provided to the customer. The billing was found to be correct, however the retailer reduced the arrears by waiving a meter reading fee and providing a \$250 credit as a customer service gesture.

Collection activity while bill was in dispute

While a bill is in dispute, collection activity should be placed on hold. Further, collection action must cease if the dispute is escalated to EWON. Continued collection activity while this matter was under investigation resulted in the customer transferring retailers.

A customer subdivided the supply address and, while the building work was being carried out, the meter was removed. When the build work ended, the customer requested two new meters and separate NMI numbers from his current retailer. The customer then received bills for the new meters, a \$50 bill for the period 13 November 2016 - 5 January 2017 for one meter and a \$1,037 bill for the second meter for the period 5 January 2017 - 5 April 2017.

The customer called the retailer to ask why the billing periods for the two meters were different as the meters were installed on the same day, and to clarify the high bill for the second meter. The retailer was unable to offer an explanation so the customer approached EWON. This matter was referred to the retailer at a higher level for resolution. The customer returned to EWON as the matter remained unresolved. The customer also indicated that he had received calls from a debt collection agency.

EWON began an investigation but during the investigation the customer continued to receive collection calls and notifications of disconnection. The retailer offered to waive 50% of the arrears (\$963) to resolve this matter and provided an apology for the ongoing collection activity.

Accepting this outcome, the customer also decided to transfer retailers as he was extremely unhappy that the retailer was unable to explain his billing and that, despite assurances that the account was on hold, the collection activity continued.

Lengthy investigation

The customer disputed his billing for nearly 12 months without a satisfactory resolution. His unwillingness to accept assurances that his billing was correct was compounded by conflicting information from his retailer.

A customer had concerns about his gas bill and rang his retailer. He told EWON that he was assured readings had been done remotely and that the bill of \$1,261 was correct but then he was advised that the remote reader was not working and he was asked to provide photos of the meter. With this conflicting advice he was not confident that his billing was correct. The matter was referred to the retailer at a higher level for resolution.

The customer was contacted by the retailer and advised that a review had been completed and the billing was correct. The retailer offered a 10% discount on the outstanding balance as a customer service gesture. The customer said he still had no confidence that this outcome was correct as it had taken the retailer almost a year to come to this conclusion. He also considered that 10% was not sufficient for the inconvenience and the poor customer service that he had received over this period.

EWON began an investigation and during that time the customer moved house. By way of resolution the retailer offered a \$300 customer service payment and proposed the customer be allowed three months to pay the balance of \$961. The customer accepted this resolution offer.

Billing for wrong meter

An investigation into the customer's concerns would have identified that the customer was being billed for the wrong meter. Despite two opportunities the retailer failed to do this and continued to tell the customer that her billing was correct.

The customer moved into her premises in March 2015 and told EWON that she had been disputing her gas bill since that time as she felt that it was too high for a single person. She said that when she asked the retailer to check if it was billing the right meter, she was told she would have to pay for this. The matter was referred to the retailer at a higher level.

The customer recontacted EWON because she was unhappy with the \$170 discount offered by the retailer. This was despite the fact that she had contacted the distributor and it had confirmed that she was being billed for the wrong meter.

An EWON investigation quickly established that the retailer had never owned the billing rights at the customer's address and the retailer had been billing the wrong site. The retailer reversed all billing and closed the account. The credit balance of \$1150, accrued by the customer since March 2015, was returned.

Marketing

After a period of steady decline, EWON has seen a rise in marketing complaints. The financial year 2016-17 saw a 28% rise in marketing complaints.

The number of customers who complained about misleading phone marketing rose from 24 in the 2016 quarter to 42 in the current quarter.

Poor marketing behaviour

Concerningly, customers have reported to EWON that aggressive and pressuring behaviour on the part of marketers appears to be returning. Poor behaviour also includes marketing to individuals who lack the ability to provide explicit informed consent.

Unwelcome phone calls

Retailer retention actions should not be persistent

The customer initiated a transfer to a new retailer and then began receiving phone calls from his old retailer. On each occasion he requested that the retailer cease calling him. The calls continued so the customer came to EWON. This was referred to a higher level at the retailer for resolution. The customer returned to EWON because he was still receiving calls and was no longer prepared to deal with the retailer.

EWON contacted the retailer which said it would remove the customer's details from its contact lists and apologised to the customer for the inconvenience that the calls had caused him. The retailer also agreed to waive the final account of \$202 as a gesture of goodwill. The customer accepted this outcome.

Misleading marketing

Customers are understandably aggrieved if, after agreeing to specific terms and conditions, what they receive turns out to be quite different.

Wrong information about ownership

When a retailer receives a complaint about misleading marketing the response should be to cancel the transfer. In NSW, customers on the Low Income Household Rebate are not allowed to be charged an early termination fee.

The customer told EWON that she had received a call from a retailer to say that it was taking over her current retailer and that she had no choice but to transfer to it. After the transfer the customer received a letter from her previous retailer and so became aware that it was still operating. The customer said that when she called the new retailer it responded by moving her from monthly to quarterly billing but did not address the marketing complaint. The customer wanted to go back to her original retailer but the new retailer insisted that if she did she would have to pay an early termination fee despite the fact that she received the NSW Low Income Household Rebate.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Incorrect and misleading information

In this case the retailer acknowledged that the customer had been provided with incorrect and misleading information.

The customer contacted EWON to complain about what he considered to be misleading marketing. When he had spoken to the retailer he had requested a comparison between its offer and his current bill. The offer seemed very attractive and he said that he asked a number of times if the 20% pay on time discount was against the whole bill and this was confirmed each time. He then agreed to the contract. After he received his first bill the promised discount was applied to consumption only and he contacted the retailer to complain. The customer asked the retailer to listen to the recording of the contract verification, but instead they offered him a \$90 customer service gesture. The customer refused an offer to resolve his dispute with the retailer directly as he said that he was at the point where he did not want to talk to them again.

EWON opened an investigation and requested a recording of the phone conversation where the contract had been entered into. This confirmed that during the course of a lengthy conversation the customer was informed a number of times that the discount was against the whole of the bill. The retailer acknowledged that incorrect and misleading information had been provided to the customer. It also acknowledged that it had failed to respond to the customer's complaint in a timely manner. The retailer offered the customer a credit of \$250 plus a further \$115 for the pay on time discount on the consumption component of the bills which the customer had not paid during the dispute. This total amount effectively provided the customer with a 20% discount on the whole of the bills, as well as compensation. The retailer also apologised to the customer for the incorrect information provided and for the poor customer service he subsequently received.

Misleading information

This customer wanted his concerns noted and did not require any further action

The customer arranged to transfer to a new retailer. He then received a letter from his current retailer stating that if he cancelled his transfer it would waive the exit fee. He checked his contract and there was no exit fee applicable. He wanted EWON to note that he considered the letter to be misleading and that he thought it was a tactic to get customers to stay with their current retailer. EWON confirmed that his transfer was proceeding. The customer was happy for EWON to note his complaint and did not require any further action.

As part of EWON's systemic issues work, we are following this up with the retailer.

Charged different rates to those agreed to

Concern over difference between verbal offer and final rates charged.

The customer informed EWON that he received a marketing offer in March 2017 in which he was offered particular rates and discounts. He agreed to those terms and entered into a contract. When he received his first bill the rates were not those he agreed to and he did not receive a discount. He contacted the retailer and was told that the terms he agreed to were from the previous year and were given to him as an example only and that the applicable terms were in his written agreement. The customer stated that he only received the welcome pack with the current tariff on 18 July 2017 and also said that if he had received this pack within the cooling off period he would have withdrawn from the contract, but if he did that now he would have to pay an early termination fee of \$95. The customer said that he was happy to pay the rates he agreed to but that he considered it unreasonable that he pay a rate higher than he was paying with his previous retailer.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Misleading promises

This customer was as upset by the lack of follow up as she was about the misleading marketing.

A customer advised that she was contacted by a marketer who advised her she would be able to reduce her bill by \$200 to \$250 per quarter. The customer agreed to this arrangement and changed retailers. The new retailer began to bill the customer from 1 April 2017 and the customer's first bill of \$1296.48 was double her previous bills.

The customer contacted the retailer and was advised the matter would be investigated and she would be contacted in a few days. The customer was not contacted and after two weeks she again rang the retailer. She was then advised that the bill was correct and should be paid. The customer considered this to be unreasonable as she changed providers based on the advice of the marketer that bills would be reduced. The customer advised her usage was consistent with prior bills, and that it was only the rate charged which had increased. The customer did not receive a copy of her agreement terms and as such could not confirm if the rates charged match her agreement. The customer considered that the lack of action taken by the retailer in this matter and the lack of contact received showed poor customer service.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Phone marketing issues

These complaints include not just direct marketing calls but also marketing activities when a customer contacts a retailer about an existing account.

Wrong rates quoted

Customer requests for the marketing record to be checked should be actioned.

The customer advised EWON he entered into an agreement for his electricity with the retailer over the phone and then received his welcome pack electronically. When he received his first bill under the new agreement, he found that the rates applied were not the same as the offer he had agreed to.

The customer called the retailer and was advised the rate in the bill was what he had agreed to and to check his welcome pack. After following a number of internal links in the welcome pack he found the applied rates listed. However, he considered he had been told different rates over the phone and requested the retailer to review the recording of the sales call. The customer advised EWON that the retailer declined this request. The customer wanted the call, as well as the poor customer service, to be reviewed.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Wrong rates applied

The retailer should have checked the customer's claims rather than just telling the customer that he was wrong.

The customer advised that he accepted a phone marketing offer for his electricity account. The new retailer then issued the customer with his first bill for the period 8 June 2017 to 23 August 2017 for \$1,177 which he considered high. He found that the rates he accepted via the marketing offer were not the rates on his bill. He contacted the retailer which said it did not offer him the rates he claimed and the rates on the bill are correct. The customer advised EWON that he had email verification of the marketing offer rates.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Verbal terms different to written terms

Specific terms offered verbally should match the written terms that are then sent to the customer.

The customer advised EWON that she had agreed to transfer on the basis of an offer over the phone. When the welcome pack arrived it did not include the agreed contract terms so she contacted the retailer and was again advised about the same verbal contract terms she had agreed to. She was then transferred internally twice more and the retailer's final advice was that the welcome pack terms were correct.

The retailer said it could not offer the terms she was told over the phone. She considered this to be poor customer service and unprofessional. She was seeking a review of the contract terms that she was twice offered verbally.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Transfer without consent

A customer agreeing to look at an information pack is not explicit informed consent for a new contract.

The customer advised EWON that when he contacted his retailer concerning his gas account the customer service representative tried to get him to transfer his electricity account, which was with another retailer. The customer said he agreed to have some information sent for his consideration but at no time did he agree to transfer the account. He was advised that an information pack would be sent and a timeframe of 10 days would apply for him to opt in or out.

The pack did not arrive and a month later he received a text message from the retailer indicating that his electricity account had been successfully transferred. The following day he received a notice stating he had been quoted the wrong rates and the agreement he had entered into was more expensive than his original account. The customer considers he had been misled and contacted the retailer to object and request to be returned to his original retailer. He did not receive an assurance that this would occur. The customer considered the marketing practice used, and the lack of information provided, showed poor customer service. He sought assistance from EWON in getting his account returned to his original retailer.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Contract Renewal

EWON received a number of complaints related to contract renewal and the information provided to customers during this process. It is particularly concerning to see complaints relating to incorrect or misleading information being given to customers during the contract renewal process.

Agreed plan not implemented

After agreeing to a new plan, the customer expected that agreement to be implemented.

A customer had contacted his retailer via webchat on 16th June 2017 to change to a Rate Freeze Plan in which the tariff was fixed for two years. The webchat conversation concluded with acceptance of new plan.

The customer had a transcript which he considered reflected a valid agreement. Subsequently the customer discovered this plan had not been implemented.

When the customer contacted the retailer it indicated that the rate freeze plan would not be honoured as the rates had increased. The retailer offered a discount on the customer's original plan but at much higher rates. However, the customer felt the offer he agreed to should be honoured.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Pay on time discount

The customer was angry that she had not been offered a discount for paying on time when she had always paid on time by paying her account by direct debit.

A customer told EWON that she had been with the same retailer for around five years. She had recently contacted the retailer to enquire about her plan and to confirm she was on the best deal available and was advised by the retailer that she could get an additional 15% discount, making a total discount of 30%, if she paid the account before the due date. She noted that she had always paid by direct debit and asked why she had never been advised of this discount previously.

The retailer advised that it was her fault for never asking about it; she queried how she could ask about the discount if she did not know it was available. She considered that the retailer should have made her aware of the discount offers that were available. She wanted to speak with the retailer about her concerns.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Wrong rates quoted

The customer expected he would be informed of the correct tariff.

A customer said that he contacted his retailer to enquire about new deals and offers. He was advised of a new deal and when he referred to his most recent bill and the rates it showed, the person he spoke with confirmed what his new rates would be and estimated a lower bill based on these rates.

He then confirmed he accepted the contract and was advised he would be sent confirmation by email. He received the email later the same day, but when he looked at the rates in the email they were higher than he had been advised.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Contract rates up one day after renewal

The customer should have been informed about the rate rise that was due to occur one day after signing his new contract.

A customer informed EWON that he called his retailer to renew his contract on 29 June 2017. The customer was advised what the rates would be and was sent a contract with those rates. The customer happened to be looking on the retailer's website on the 1 July 2017 and saw new rates. The customer called the retailer and it was confirmed that his electricity rates would now increase. The customer appreciated that the price can increase during the period of a contract but was unhappy that he was not advised that the price would be increased the very next day and felt he was misled.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Digital meters

The majority of digital meter complaints were about delays in installation. The number of issues raised by customers concerning the installation of digital meters declined from 1,597 last quarter to only 744 issues this quarter due to the time elapsed since the end of the solar bonus scheme.

Lengthy delays for meter installation

Many of the complaints EWON received about meter installation delays are from customers who have been waiting extraordinary amounts of time and whose patience finally ended. There is a high level of frustration leading some customers to claim that retailers are slowing installation because of the financial benefit to retailers from the gross export of solar production.

It should be noted that EWON will not use the RHL process if a customer has had multiple contacts with a provider and the complaint remains unresolved. In relation to delayed digital meter installation complaints, EWON has sought to give an opportunity for providers' specialist dispute resolution teams to resolve these cases where possible prior to EWON intervention. EWON is continuing to monitor both digital meter delay trends and individual cases closely.

Lengthy delay and no information

Lengthy delays had some customers forming the view that retailers have a financial incentive to slow the installation down. This customer was also angry that the ongoing promises meant he did not explore alternatives.

A customer stated that he approached his retailer in June 2016 and was informed that he would receive a new net meter before the end of the year. In February 2017 he recontacted the retailer and was told that there were delays and that he would be contacted and told when the installation would occur. He was then advised that a technician would attend on either 10 July or 31 July, and he had to ensure there was someone in attendance. No one came on either date, and when he contacted the retailer for an explanation, he was told he had been incorrectly removed from the list and this would be rectified. The retailer said he would possibly receive a net meter by the end of October 2017. The customer told EWON that the retailer may have intentionally delayed the installation as it was profiting from the delay. He said that not only would the retailer not provide him with an installation date, it would not address his concerns regarding his financial disadvantage. He said that if he had been made aware of the delay he could have considered changing retailers or have paid for his own installation. He wanted his retailer to provide a date for installation. He also wanted the retailer to consider compensation or bill reduction and also consider covering the cost of a private installation.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Delay compounded by failed alternative

The delay in installation was compounded by the failure of the alternative that the retailer offered this customer.

A customer advised he was told that the meter exchange would be completed by the end of December 2016. The customer rang the retailer in January 2017 and was told he would be put on a priority list and it would be completed by 1 April, which did not happen. He then made several calls to the retailer but kept being told he would have to wait until a meter team was again in the area. An alternative was offered where he would pay for the installation and the retailer would supply the meter. In late June 2017 the customer contacted one of the recommended electricians who asked for a photograph of the meter board. This was provided but no quote was received and, despite further contact, the customer was not contacted.

The customer again contacted the retailer who informed him the offer of a meter with the customer paying for installation was now over and his only option was to wait until the metering team was back in the area. The customer also said that the retailer told him that coming to EWON would change nothing.

EWON contacted the retailer who offered a resolution where, if the customer arranged for the installation, it would provide the meter and also pay for the installation. The customer accepted this offer and the meter was installed at the end of August 2017.

Different explanations for delay

Customers get extremely upset when they are given different explanations when they ask for information about installation delays.

A customer informed EWON that she had been in contact with her retailer since October 2016 and was told three times that her meter would be changed before the end of December 2016. When she contacted the retailer in January 2017 she was told that her meter had not been changed because she had life support. She pointed out that she did not have life support equipment and the retailer indicated that the installation would be done by April 2017. She then received an email advising there would be a further delay. The customer said that she complained about the delay and was told that she was lucky as others had been waiting 12 months. The customer stated that each time she complained she was given a different reason for the delay. After ten months of delays she was seeking EWON assistance to get the meter that she needed to benefit from her solar installation.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Lengthy delay

Ongoing delays of up to twelve months are frustrating especially when there is a financial penalty associated with the delay.

A customer told EWON that he had received a letter in August 2016 stating that he would have a new meter installed before the end of December 2016. He said that he then received a further letter in April 2017 stating the reason he didn't have a new meter related to site access; he contacted the retailer to inform them that there were no access issues. He was then informed that the letter had been sent in error.

He continued to contact his retailer but it could not advise him when the meter exchange would take place. The customer considered that the delay was disadvantaging him as he was paying a higher consumption rate and all his generation was being exported to the grid at a much lower rate. He was seeking an installation date as he considered a 12 month delay unacceptable.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Faulty installation

EWON has received a number of complaints concerning faulty installation of digital meters. These faults include incorrect wiring, incomplete installation, or even the wrong type of meter being installed. A common theme is concerns about the delays in rectification.

Solar not connected properly

When a retailer installs a meter incorrectly it cannot pass on responsibility to the customer.

The customer had a new net meter installed in December 2016, however it was not connected properly and he did not receive any feed-in tariff. He contacted his retailer who told him that it was his responsibility and that he needed to get his own electrician. An electrician examined the meter and told the customer that, as it was a retailer owned meter, he could not fix the fault. The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Wait for repair

The customer should not have had the inconvenience of continually losing power for this length of time.

A customer told EWON that after her meter was changed by the retailer, the power board began tripping. The retailer visited the site and confirmed that it wasn't being caused by particular appliances and said that the meter would be replaced within three days. The customer was then advised that the replacement would take a further month. This complaint was referred to a higher level at the retailer. The customer recontacted EWON because the meter had still not been exchanged, despite taking a day off work after the retailer had set a date for the replacement. EWON contacted the retailer and gained a firm date for the meter to be replaced. The retailer also offered to waive the customer's current electricity bill of \$639 in recognition of the poor customer service. The customer confirmed with EWON that the meter was finally replaced 25 days after the customer first contacted EWON. The customer accepted the retailer's offer as a reasonable response for the inconvenience and delay she had experienced.

Inverter damage

One of the more common complaints about damage and faulty installation concerned inverter damage. EWON has seen a number of cases where an inverter failure occurs when a new meter is installed. Retailers' responses to these complaints have been inconsistent.

Inverter failure

In this matter the retailer reasonably denied full responsibility for the failure of an old inverter but was prepared to compensate the customer for lost solar production.

A customer informed EWON that his inverter ceased operation on the day that his new net meter was installed. He asked his retailer to replace the inverter and pay him his lost solar credit. The retailer refused and he approached EWON. This matter was referred to the retailer at a higher level. The retailer continued to deny the customer's request so he returned to EWON. EWON began an investigation and the retailer indicated that because the inverter was six years old it was not prepared to replace it. However it was prepared to make a resolution offer of \$500 to compensate the customer for the lost solar generation. The customer accepted this offer.

Inverter failure

In this case it appears that the retailer rejected both its own technician's report and an independent report, leaving the customer with very high bills and no solar production for over nine months.

In October 2016 the customer had a new net meter installed. When the customer received her next invoice in December 2016 it showed an amount due of \$700. She questioned this as normally her bill was much lower due to the solar generation.

She contacted the retailer in December 2016 who advised it would arrange an urgent investigation. Finally a technician attended in April 2017 and identified that the inverter was broken. He believed that the inverter had been damaged by the technician who had installed the meter. He also told the customer that her retailer would contact her. She did not have any further updates and in May received the next bill which was around \$1,700. She spoke again with the retailer who told her she would need to organise a solar specialist to examine the inverter and that it would reimburse the cost. In July 2017 a solar specialist attended and reported that in his opinion the electrical contractor who had installed the meter had broken the inverter. She provided the report to the retailer who confirmed on 27 July 2017 that it would arrange to replace the damaged inverter. She asked for this to be confirmed in writing and later that evening she received an email from the retailer which did not confirm the discussion and instead said further investigation was required. The customer contacted EWON seeking assistance to have her inverter replaced and her billing adjusted to reflect her lost solar generation.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Inverter failure

In this instance the retailer accepted some responsibility for the inverter failure and the matter was resolved.

A customer's retailer installed a new net meter in late January 2017. The customer said that the solar inverter stopped functioning on the day the meter was installed. The customer contacted the retailer, which sent a technician who said the fault was not caused by the installation. The customer disputed this and the retailer indicated that the customer should seek an independent inspection and then send a report. The customer did this and the report confirmed that the inverter failed due to a short circuit on connection to the new meter. The retailer rejected this report as its contractor had said that it had not damaged the inverter. The matter was referred to a higher level at the retailer. The customer returned to EWON as the retailer had not contacted him; a facilitated contact was arranged, however the retailer again failed to contact the customer.

EWON began to investigate this matter and requested the two conflicting reports. EWON also asked for the solar generation data so that the date of the inverter failing could be established. Before the investigation could be completed, the retailer made a resolution offer of \$1,000 which the customer accepted.

Inverter failure

In this case the retailer did not accept the report provided at its request by the customer and did not conduct its own investigation.

The customer had a new net meter installed by his retailer. The day after the meter installation the inverter on the customer's solar system stopped working. When he contacted the retailer it said that, as the inverter was past the meter, it could not examine it and that he would have to employ a solar specialist. The customer did this and the specialist provided a report that concluded that the inverter stopped working as a result of an improper shut down when the meter was installed. When this report was provided to the retailer, it offered a \$100 goodwill gesture. After a number of further discussions the customer was informed that it had rejected his claim for compensation as the damage was not as a result of the meter installation. The customer disputed how the retailer could arrive at this conclusion as it had not inspected either the inverter or the meter and this conclusion contradicted the specialist advice he had received. He sought help from EWON to resolve this dispute.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Controlled load and hot water systems

Another common cause of complaints relates to hot water systems not functioning properly after a meter installation, especially where the system is a controlled load.

A change in metering function

EWON should not have to contact the distributor to establish who the metering provider is.

A customer had a new net meter installed in January 2017 and in July 2017 decided to ask to have her hot water changed from controlled load 1 to controlled load 2, a different tariff. She initially contacted the distributor, however it told her that as she had a retailer installed meter, she needed to arrange the change with the retailer.

The customer said that when she rang the retailer she was transferred five times and that she had spent a week attempting to get the change implemented. The retailer promised that the change would be made but then informed the customer that the order for the change had been rejected. The customer sought assistance from EWON and declining a referral back to the retailer as she had no confidence in its ability to implement her request.

EWON investigated and the retailer indicated that there was a service order but could not confirm if it was with the distributor or the retailer's metering provider. EWON checked with the distributor and identified that the meter was with a different metering provider which the retailer had not mentioned. This information was passed on to the retailer who was then able to arrange for the change in controlled load tariff. EWON confirmed with the customer that the change had taken place and informed her that the retailer had offered her \$100 as a good will gesture and waived any fees associated with the change.

Controlled load disconnected

The lack of understanding about controlled load and the inadequate response of the retailer to the customer's concern had a significant impact on this customer's quality of life.

The customer had a new net meter installed by her retailer in December 2016. She had an existing solar hot water system with an electrical booster system attached. With the colder weather in May 2017, she noticed that the booster system was not working so she called her retailer. It sent out the distributor; however the distributor's technician identified that it was a retailer owned meter and could not fix the problem. The retailer then advised the customer that it would send out its technician. However it then advised that it had accessed the meter remotely and the problem was not its fault. The customer came to EWON extremely frustrated as she had had limited hot water for over three months. EWON checked with MSATS and identified that the controlled load was disconnected from the meter on the day that the new meter was installed. Now that she had this information, the customer was happy to proceed with a referral back to her retailer.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing she could re-contact EWON if she did not get a satisfactory outcome.

Lukewarm water

Problems such as this, especially where customers have employed an electrician to identify the problem, are frustrating for customers.

The customer advised EWON that his meter was changed in May 2017 and subsequently his hot water was always lukewarm. He spoke with the retailer which said it would arrange someone to attend the property. A technician replaced the meter with a different one, but despite this the hot water was still not working properly. The customer then arranged an electrician to inspect the meter and hot water system. The electrician advised him the hot water system was not getting any power from the meter and it was likely that, when the metering exchange took place, his hot water system had not been properly reconnected. He sent a report to the retailer and got an initial response to confirm acknowledgement but received no further contact. The customer felt as though he and his concerns were being ignored.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Billing problems including estimated bills

One of the benefits of digital meters is remote access which has the potential to reduce delayed and estimated bills. Despite this, EWON has continued to receive such complaints from customers. In some instances it appears that the final read of an old meter is not being recorded correctly, resulting in the need for an estimation.

No bill

The customer did not receive a clear explanation about why a bill could not be issued.

A customer complained to EWON that since getting a new net meter from his retailer he had not received a bill. He said that when he contacted the retailer it told him that there was a problem reading the meter. The customer said that when he logged on to the retailer's website he could see his daily usage and could not understand why the retailer could not provide him with a bill. The customer was concerned that the delay in billing would result in a large catch-up bill.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Estimated bill

It would appear there had been a failure to acquire the final reading from the old meter.

A customer had a new meter installed by his retailer on 11 April 2017. He then received an estimated bill dated up to 10 April 2017 which indicated that the meter had not been read. When the customer contacted the retailer to question this, it indicated that the account had already been flagged for review and a new bill would be issued. After a number of further contacts the customer finally received a new bill, however it was also estimated. The customer could not understand why the actual reading was not provided from the old meter and why he could not get an actual bill. When the retailer no longer responded to his questions he came to EWON. The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Other issues

Complaint issues that are likely to continue when the metering rules change on 1 December 2017 include delays in meter upgrades when a customer installs new appliances or requires a new meter reconfiguration, charges when a customer changes retailer and, most significantly, the lack of knowledge by call centre staff about these issues and how to effectively respond to customer concerns.

Net meter replaced in error

When a customer opts out of having a meter replaced, the retailer should have processes to ensure that the customer's wishes are complied with.

The customer advised that he initially agreed to transfer to his current retailer as it would install a free digital meter. This did not happen and after about six months he paid an electrician who re-wired his existing meter as a net meter. He contacted his retailer and advised that a meter exchange was not required and then received an email confirming that he had opted out. He went on holiday for three weeks and returned to find that the retailer had completed a meter exchange at his property while he was absent. He called his retailer and was advised that it would remove its meter and re-install his. He requested this in writing and was told that he would receive an email confirmation.

The customer did not receive the email and was then advised that the retailer would not replace the meter and was offered \$50 compensation for the inconvenience. The customer rejected this and \$150 was then offered. The customer also refused this offer as it did not even cover the cost of the electrician who completed the re-wiring. The customer considered the meter replacement showed poor customer service and the refusal to restore the meter as unreasonable.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

Solar panel cleaning

When a service such as free solar panel cleaning is part of a metering contract then the retailer should ensure that the call centre is familiar with how a customer can access that service.

A customer signed a contract which included a new meter and free solar panel cleaning. The customer rang EWON because when he contacted the retailer it could not arrange for the cleaning. He indicated that he had phoned, emailed and asked for a call-back and no one at the retailer seemed to know how to organise the promised service. The customer said that he now believed that he had signed up for a product that did not exist. Before EWON could begin an investigation the customer returned and advised that the matter had been resolved. As part of EWON's systemic issues work, we are following this up with the retailer.

Meter upgrade required

It is important that retailers have a clear procedure, and are able to provide accurate advice to customers, regarding metering issues such as upgrading the installation.

The customer arranged to update his meter to a digital meter last year. Later he purchased a new air conditioner for the home. When the technician attempted to install it he found that, as the customer did not have three phase metering, it could not be connected. The customer then attempted to find out how to rectify the situation, and have his air conditioner installed:

- He contacted his retailer for information and it advised he would need to contact its meter provider (MP) directly as it owned the meter.
- He contacted the MP who advised that it would contact the retailer to arrange for his meter to be upgraded to a three phase meter.
- He was advised by the MP that he needed to provide a compliance certificate to the retailer and get permission to connect from the network, and was then told by the retailer that he only needed to provide an electrician's compliance certificate and it would arrange the rest.
- As requested, he provided the compliance certificate but received no further updates from the retailer.
- When he contacted the retailer he was advised that the MP had rejected the request to install a new meter as the required documentation had not been provided. It stated that it would arrange a new request to be raised and provided a reference number to him but, again, he received no further updates.

The customer was without any heating or cooling for more than 2 months as a result of the delay. The customer then approached EWON who referred the matter back to the retailer at a higher level for resolution.

The retailer then advised the customer that he needed to engage a Level 2 electrician to issue a "Permission to Connect" certificate. However, the customer spoke with the network who advised him that this would not be required unless he was going to be drawing 63 amps and the air conditioner installer had previously advised that the air conditioner would not draw more than 25 amps. The customer was frustrated as he did not think his retailer was giving him correct information. The customer then returned to EWON.

EWON began an investigation and had several discussions with the retailer and the MP about the requirements for the meter/switchboard upgrade to three phase power and received conflicting information. The customer ended up accepting an offer to resolve his complaint by agreeing to engage his own accredited service provider to complete the works required. The retailer applied a \$500 credit to the customer's account in acknowledgement of the poor customer experience.

Metering fee after a transfer

As the industry moves to competitive metering it is important that customers are fully informed of potential costs so that they can provide informed consent.

The customer had his meter changed on the basis that his retailer would cover the cost for his new meter and arrange for the meter to be installed. He then moved to a new retailer and found that he was being charged an additional fee of 25¢ per day for the meter to be read, a fee he did not have to pay while he was with his original retailer. He said that his original retailer never advised that this would be a future cost for the new meter. He indicated that he had complained to his local member of parliament and also wanted EWON to record his complaint. He did not require any further action.

EWON is reviewing this issue from a systemic issues perspective.

Meter configuration

Customers should be provided with accurate advice on matters such as reconfiguring a meter.

Prior to the end of the solar bonus scheme a customer had a digital meter installed, however it was configured as a gross meter to gain the maximum solar bonus. He then changed retailers and asked his new retailer to reconfigure the meter to a net arrangement. The retailer said that it was not its responsibility and that the customer should talk to the distributor.

The distributor referred the customer to the meter installation company, as the meter had been installed by a retailer and the distributor could not perform work on it. The metering installer referred the customer back to his retailer as it could only accept work from a retailer. The customer approached EWON to seek assistance in gaining advice from his retailer on how to change his meter to a net configuration.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

No meter provided with a solar installation

This issue should have been resolved with the customer directly.

The customer arranged the purchase and installation of solar panels via his retailer. However, there was a considerable delay in the installation of a smart meter to record the solar generation. When the customer enquired about this he was advised to install the meter at his own expense. This matter was referred to the retailer at a higher level for resolution. The customer then returned to EWON as he was not happy with the retailer's response. The customer was told that there were delays in installing meters and that he still had to pay for his solar installation. He refused to pay until the job was completed and a smart meter was installed.

EWON sought information from the retailer and a resolution was arrived at. The retailer provided a list of electricians that the customer could employ to install the smart meter and the cost would then be reimbursed by the retailer. The customer accepted this resolution.

Exempt entities

EWON received 50 complaints from customers of exempt entities this quarter.

Seller or operator	Complaints Received
Residential Park Operator	20
Exempt Retailer	30
Total	50

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

- claims that energy rates are higher than the threshold set by the AER;
- disconnections for non-payment and related fees;
- access to government rebates and EAPA;
- inadequate disclosure to customer by on-sellers of energy pricing and tariff structures;
- high bill disputes;
- excessive connection or account establishment fees;
- difficulty in closing accounts;
- objections to price increases;
- calculation of service availability charges in residential parks;
- unplanned power outages;
- lack of access to retail competition;
- lack of information available to residential customer prior to moving in to an embedded network;
- complaints from tenants about the services in an embedded network; and
- customers who do not want to be included within a brownfield conversion.

Customers living within a residential park were being charged more than allowed under the AER Exempt Selling Guideline

The rules regarding charging can be poorly understood by exempt entities.

EWON received a complaint from a park resident that the electricity rate they were being charged was higher than allowed under the *Residential Land Lease Communities Act 2013* (the Act). EWON sent a letter to the park owner providing information regarding the maximum rates that can be charged to residents for usage under the AER Exempt Selling Guideline and service availability charges under the Act.

The residential park management responded to EWON advising that the amount charged to residents in line with the standing offer tariffs for usage had been re-calculated, and a credit would be issued to each resident for the amount they had been overcharged. The park noted that residents would be advised this credit could be applied against future charges or refunded upon request.

Disconnection of a move-in customer to an embedded network

The AER exempt selling guideline does not contain specific protections for the disconnection of move-in customers. An authorised retailer could not have disconnected this customer with so little warning.

A customer moved into a new apartment and contacted a preferred energy retailer to establish an energy account. The retailer that the customer contacted was not able to locate the supply address and was unable to establish an account at that time.

On 6 April 2017, the customer received a letter from an embedded network operator dated 28 March 2017 which stated their company supplied the electricity to the building and that the customer must either complete their online agreement or contact them by telephone, or the electricity supply would be disconnected on 6 April 2017. The registered retail exemption holder was the building owner's corporation, but this was not mentioned in the letter to the customer. The customer called the embedded network operator directly and was advised that the electricity supply would be disconnected that day, even though she had contacted it as requested. The embedded network operator also told the customer that if a reconnection fee of \$96 was paid, reconnection could occur the next day. The customer complained to EWON that they were asked to provide their personal information, but were not provided any further information such as the terms and conditions that would apply to their energy contract.

EWON contacted the embedded network operator, and obtained information about the establishment of the account and the fees that had been charged to the customer. The embedded network operator clarified that the only fee that had been charged to the customer was a priority reconnection fee of \$106.00. EWON gave this information to the customer and provided her with more information about living within an embedded network.

Customer complaint about lack of information about access to retail competition

In EWON's experience embedded network customers are often not provided with the details of their rights and the way their consumer protections differ from customers of authorised retailers.

A customer contacted EWON after purchasing a new property within an embedded network. After the purchase of the property was completed, the customer was advised he could only have an electricity account with the embedded network operator for the building. The customer complained that he was not provided with the details of the energy contract that he was being asked to accept, other than being referred to an online form to complete.

The customer advised EWON that he did not want to open an account with the embedded network operator. The customer also noted that the energy price he was quoted was substantially higher than the offers he had seen from other energy retailers. The customer had contacted the embedded network operator to discuss his complaint, but was advised that he could not transfer to another retailer.

EWON provided the customer with additional information about their rights as a customer within an embedded network as a customer of an exempt seller.

Water Complaints

Water complaints received this quarter (229) decreased by 6.5% (16 complaints) compared to the corresponding period (245) in 2016. However, complaint numbers have increased 18.0% from last quarter (194).

Water complaints about high bills remained static with the same period last year, as can be seen in Table 4 below. The numbers of complaints we receive about water assets, involving issues such as health and safety concerns and general maintenance issues have seen a slight increase over the last five quarters.

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

Table 4 – Water Top 6 issues Jul-Sep 2017, including previous quarters

Primary Issue	Secondary Issue	Tertiary Issue	Jul 17 – Sep 17	Apr 17 – Jun 17	Jan 17 – Mar 17	Oct 16 - Dec 16	Jul 16 – Sep 16
Billing	High	Disputed	56	66	32	34	56
Customer service	Poor service		34	27	37	30	37
Customer service	Failure to respond		27	28	20	25	20
General	Energy / Water		21	21	28	20	23
Land	Network assets	Health / safety	15	6	5	9	9
Land	Network assets	Maintenance	15	16	12	4	8

Table 5 – Case breakdown – water

Complaint type	Number of complaints	% Total water complaints
General Enquiry	4	1.7%
Complaint enquiry	125	54.6%
Refer to Higher Level	70	30.6%
Investigated	30	13.1%
Total	229	100%

Tenant asked to pay reconnection fee before being reconnected

The retailer could have been more responsive and reconnected on the basis of a payment plan.

The customer is a tenant at the supply address and contacted EWON after the water supply to the property was restricted due to non-payment of the account. The customer had initially contacted the water provider and was told that the account balance was \$1,200. The water provider advised the tenant that the restriction would be lifted once the reconnection fee was paid.

The customer told EWON that she could not afford to pay the reconnection fee. The customer was also concerned that paying the reconnection fee would mean she accepted responsibility for the unpaid account, when her agreement with her landlord was that water usage was included with rental payments. EWON transferred the customer directly to the water provider's customer service team, with the customer's agreement. EWON spoke to the provider first and explained the customer's situation. The provider agreed to help resolve the customer's problem.

EWON contacted the customer the next day to confirm the water restriction had been lifted and that the water provider had provided an extension of time to pay the balance. The customer had also contacted their landlord after resolving the issue with the water provider.

New owner of property billed for the incorrect water meter

This was the type of error that could have been identified when the customer first contacted the provider.

A customer contacted EWON to complain about receiving water bills that were based on an incorrect meter reading.

The customer purchased the property in July 2017 and expected that the meter would be read on the day of purchase. The customer considered the first water bill to be too high for the period he had owned the property. The customer had spoken to the water provider which had advised him he was at risk of restriction if the bill remained unpaid. The customer got a plumber to investigate the issue and the plumber identified that he was being billed for a neighbour's meter.

Prior to EWON taking action on the matter, the customer spoke again directly to the water provider and the complaint was resolved. The water provider acknowledged that the water bill was issued in error. The water provider further advised that the bill would be reissued based on the correct meter number and that it would discuss reimbursement for the cost of the plumber. The customer updated EWON on the outcome and did not wish to proceed with the complaint.

Customer needed more time to pay a backbill for recycled water

EWON's process for referring a complaint to a higher level at the provider allowed the customer to raise their concerns about affordability.

A customer contacted EWON after receiving a backbill which included charges for the previous three years of recycled water consumption, totalling \$1,753.56. The customer contacted the water provider multiple times to discuss the bill and to request payment assistance. The water provider initially offered a payment extension of two months but the customer could not afford to pay the bill in this timeframe.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome. The water provider contacted the customer to discuss the complaint. The customer discussed his concerns about the lack of response to his complaint in the first instance, provided further details about his financial situation, and reiterated request for a payment plan.

The water provider offered him a new payment plan and offered to waive \$1,000 of the debt in recognition of the customer service issues he had experienced. The customer accepted this outcome.

The customer disputed a high bill for a newly constructed home

In this case the provider had undertaken a detailed review of a number of complaints about a similar issue. This meant that EWON could provide the customer with a timely response.

A customer received a bill for water usage for a five month period from November 2016 to March 2017 for \$1,252. The customer was concerned about the level of water consumption, as the home was newly constructed and vacant at the time. The customer had also determined that there had been no leak at the property.

The customer initially contacted his water provider to dispute the bill. The provider determined that the meter reading on the disputed bill was correct, as it was in line with the most recent reading.

The provider offered to conduct a meter accuracy test, which could cost \$206 if the meter was found to be accurate, and also offered to discuss a payment arrangement with the customer. As part of its initial review, the water provider also contacted the builder responsible for the construction of the new home, as the provider considered it was possible that the water usage may have occurred whilst the construction was being completed.

The provider informed the builder that similar complaints had been made concerning another recently completed stage of the same estate, and asked the builder to consider whether the builder's usage during completion of the properties had caused a high level of consumption to be registered for the new occupants of the sites.

EWON contacted the water provider directly and requested further information about the billing of the customer's account. Our review of the billing information confirmed the provider's initial finding that the bill appeared to be correct based on the meter readings obtained. We advised the customer of this outcome, and provided them with referrals to progress any complaint they may have concerning their builder.

(EWON also received similar complaints from other customers within the same housing estate, and the matter had the same outcome.)

Customer disputed the application of the water provider's concealed leak policy

EWON uses our knowledge of the providers' policies and customer contracts to help customers understand their own responsibilities – often helping to avoid further investigation.

A customer lived in a medium sized apartment building. In August 2017, the customer was advised by their strata manager that there had been a water leak in a pipe located underground within the customer's front yard, and that a plumber had been called to fix the problem.

In September 2017, the customer received a bill from their water provider for \$3,876.86 which was significantly higher than their usual quarterly usage costs. The customer's advocate contacted the water provider to complain about the bill and the provider offered to apply a concealed leak allowance to the account for \$1,799.88.

The advocate then contacted EWON because they felt that the provider should also pay for the cost of the plumber, which was \$2,769. EWON provided the advocate with advice about the water provider's concealed leak policy, and the customer's responsibility for maintaining the pipes and equipment up to where they connect to the water provider's systems.

The advocate decided to review the plumber's advice based on the information provided by EWON, and did not wish to proceed with the complaint.

Customer disputed the application of the water provider's junction repair policy

EWON's investigations often reveal that a provider has gone "above and beyond" their own policies to resolve a complaint before it is escalated to EWON.

The customer, a plumber, advised EWON he was called to a blocked sewer at the supply address by the tenants of the property. The plumber's investigation determined the cause of the blockage was solely due to a broken junction on the water provider's sewer main. The plumber contacted the provider several times about the blockage and he sent the invoice for the work undertaken to the provider for payment.

The provider initially advised the plumber in writing that it did not accept liability for any costs incurred as it related to a private sewer service. The plumber contacted the provider again, providing them with photographs which showed the cause of the blockage was within the junction to the sewer main.

The provider told the plumber that, as he had removed the private service, it was unable to verify the cause of the blockage. However, the plumber considered that he removed the private service in order to access the source of the blockage. The plumber believed that the photographs provided adequate information to verify that the blockage was caused within the sewer main. The provider offered to pay half of the invoice for the work performed. It was several months before a final response was received.

The matter was referred to the retailer at a higher level with the customer's agreement, knowing he could re-contact EWON if he did not get a satisfactory outcome.

The customer returned to EWON after the provider maintained its original decision. EWON's review of the available information indicated that the provider had appropriately applied their junction repair policy when responding to the customer's claim for reimbursement for the cost of the work.

In this situation, the work performed by the plumber prior to the provider's work crew attending the site meant that the provider could not verify that the blockage was located in the main. The provider's offer to reimburse 50% of the invoice was made in goodwill and not required by their policy or customer contract.

Stakeholder Engagement

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

Members	
Meetings EWON staff involved	
Jemena	<i>Ombudsman</i>
AGL	<i>Ombudsman</i>
AGL	<i>Investigations Managers and Investigations Officers</i>
Ausgrid	<i>Ombudsman, General Manager Governance, Awareness and Policy, and Manager Policy and Research</i>
EnergyAustralia	<i>General Manager Investigations</i>

Government and Other Stakeholders	
Meetings	
EWOV, EWOSA and EWOQ	<i>Ombudsman and Manager Governance</i>
Energy Action	<i>Manager Policy and Research, Manager Governance, and Stakeholder Relations Officer</i>
Credit and Investment Ombudsman	<i>Ombudsman</i>
IPART	<i>General Manager Governance, Awareness and Policy, Manager Policy and Research, and Manager Governance</i>
ANZEWON & AER	<i>Ombudsman, General Manager Governance, Awareness and Policy, and Manager Governance</i>
SOCAP Symposium	<i>Ombudsman, General Managers, managers and staff</i>
Financial Counsellors Association	<i>Ombudsman</i>
NSW Planning & Environment – Energy & Resources	<i>General Manager Governance, Awareness and Policy, Manager Policy and Research, and Manager Governance</i>
Energy Consumers Australia	<i>Ombudsman, General Manager Governance, Awareness and Policy, and Manager Policy and Research</i>
Shopping Centre Council of Australia	<i>Ombudsman, General Manager Governance, Awareness and Policy, Manager Policy and Research, and Manager Governance</i>

Outreach Events for July 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Stall , Campbelltown City Council NAIDOC Day, Campbelltown (500+)	4 Forum – EWON Partnered with Singleton Council – PIAC, Legal Aid, NSW Fair Trading and SDRO for community workers (32) Stall , Gosford City NAIDOC Day, Gosford (2500+)	5 EWON Bring Your Bills Day – Singleton with other stakeholders (10) Resources – CMRC for Home Fire Safe Symposium 100	6 Trader Walk - Singleton (20) Visit – Samaritans Cessnock (1) Bring your Bills Day Mt Druitt Stall , Aboriginal Medical Service NAIDOC Day, Redfern (100+)	7 Bring Your Bills Day Blacktown Resources – Northern Links Armidale – Tenant Groups Stall , Inner Sydney Aboriginal NAIDOC Day, Redfern (3000+)	8 Stall , Woolloomooloo NAIDOC Day, Woolloomooloo (300+)
9	10	11 Presentation , Outreach Induction Session with staff, Sydney	12 Presentation Outreach Induction Session with staff & Aboriginal Cultural Awareness, Sydney	13	14	15
16	17	18	19 EWON Bring Your Bills Day Chatswood with other stakeholders (20) Legal Aid , (350)	20 Presentation , Outreach Induction Session, Sydney	21 Bring Your Bills day Gosford with other stakeholders	22
23	24	25 EWON/PIAC Workshop Naremburn	26 EXPO Homeless Connect Day Niagara Park	27 EWON Bring Your Bills Day Woy Woy with other stakeholders	28	29
30	31					

Blue indicates general outreach events.

Orange indicates Aboriginal and Torres Strait Islander events.

Outreach Events for August 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1 EXPO , Hunter Homeless Connect, Broadmeadow, (900)	2 Resources , Neighbourhood Centre, Bateau Bay, (100) Resources , Samaritans, Lake Macquarie (100) Resources , New Horizons, Gosford (100)	3 Bring Your Bills , St. Vincent de Paul, Mt. Druitt, (2) Meeting , TSEP workshops debriefing, Sydney, (3)	4 Bring Your Bills , SydWest, Blacktown, (0)	5
6	7 EXPO , Sydney Homeless Connect, Parramatta, (1000) Meeting , NCIE NAIDOC debriefing, Redfern (30)	8 Presentation , SydWest Multicultural Services for staff, Blacktown (15)	9 Bring Your Bill , Centrelink Indigenous Debt Day, Bankstown (8)	10	11	12
13	14 Stall , ACCC Enquiry into Energy Pricing, Sydney (50)	15 Presentation , Bowral Women's Group, Bowral (10) Trader Walk , Small Business, Bowral (12) Bring Your Bill , Barkuma Neighbourhood Centre, Kurri Kurri (3)	16 Meeting , Marrin Weejali Koolyangarra, Muru Mittaggar, Yenu Allowah Aboriginal Child and Family Centre, Mt. Druitt (4)	17 Resources , NSW Fair Trading Building Forum, Orange (50)	18	19
20	21 Bring Your Bill , Butucarbin Aboriginal Corporation, Hebersham (4)	22	23	24	25 Bring Your Bills , MetroAssist, Bankstown (14)	26
27	28	29 Bring Your Bills Greenway Housing Estate Kirribilli (32) Visit , Redfern Community Centre Luncheon Group, Redfern (10)	30 Building Forum NSW Fair Trading, Gynea (120)	31 Meeting , NDIS Lifestart, Brookvale ()		

Blue indicates general outreach events.

Orange indicates Aboriginal and Torres Strait Islander events.

Outreach Events for September 2017

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Bring Your Bills, SydWest, Blacktown	2
3	4	5 Presentation, Illawarra Forum, Wollongong (40)	6 Meeting, JOIN group, Parramatta Stall, NSW Fair Trading Building Forum, Castle Hill (220) Bring Your Bills, Legal Aid, Parramatta (15)	7 Bring Your Bills, St Vincent de Paul, Mt Druitt	8	9
10	11	12 Resources, Penrith City Council, Vulnerable Group (50) Meeting, Good Service Mob, Parramatta (4)	13 Trader Walk, Small Business in Cessnock (17)	14 Bring Your Bills, stakeholders with Hunter Water, Cessnock (19)	15	16
17	18	19 Forum, Blacktown City Council, EWON and Sydney Water, Blacktown (40)	20 Stall, Hornsby Shire Council Family Services EXPO, Hornsby (150)	21 Meeting, Anti-Discrimination Board, ATSI Advisory Committee, Parramatta (10)	22	23 Stall, Living Smart Festival, Lake Macquarie (200)
24	25	26 Stall, MP Seniors event, Belmont (300)	27 Bring Your Bills, Peninsula Links with St Vincent de Paul, Woy Woy (100)	28	29 Stall, NSW Aboriginal Rugby League Knockout, Leichhardt (100)	30 Stall, NSW Aboriginal Rugby League Knockout, Leichhardt (100)

Blue indicates general outreach events.

Orange indicates Aboriginal and Torres Strait Islander events.